



Schedule



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

General Description of The Commodities and Services Offered Application SIN, FSC Classes and FPDS Codes

	DESCRIPTION	FSC CLASS/FPDS CODE
SIN 132-33	Perpetual Software License	7030
SIN 132-34	Maintenance of Software	
SIN 132-51	Information Technology Professional Services	D302, D306, D308, D316, D399

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

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

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

Avalon Technology Inc.

200 North Glebe Rd.
Suite 1016
Arlington, VA 22203
703-647-6660 FAX: 703-647-6668
www.avalontechnology.com

Contract Number: **GS-35F-0526N**

Period Covered by Contract: **21 April 2008 through 20 April 2013**

General Services Administration

Federal Supply Service

Pricelist current through Modification **#10** dated 4/21/2008. Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Table of Contents

Information for Ordering Offices	4
Special Notice to Agencies	4
Small Business Participation	4
1. Geographic Scope of Contract.....	4
2. Contractor's Ordering Address and Payment Information	4
3. Liability for Injury or Damage	5
4. Statistical Data for Government Ordering Office Completion of Standard Form 279	5
5. FOB Destination	5
6. Delivery Schedule.....	5
7. Discounts.....	5
8. Trade Agreements Act of 1979, as amended.....	5
9. Statement Concerning Availability of Export Packing.....	5
10. Small Requirements	6
11. Maximum Order	6
12. Ordering Procedures	6
13. Federal Information Technology/Telecommunication Standards Requirements.....	6
13.1.Federal Information Processing Standards Publications (FIPS Pubs)	6
13.2.Federal Telecommunication Standards (Fed-Stds)	6
14. Contractor Tasks/Special Requirements.....	6
15. Contract Administration For Ordering Offices.....	7
16. GSA Advantage!.....	7
17. Purchase Of Open Market Items.....	8
18. Contractor Commitments, Warranties and Representations	8
19. Overseas Activities	8
20. Blanket Purchase Agreements (BPAs)	8
21. Contractor Team Arrangements.....	9
22. Installation, Deinstallation, Reinstallation	9
23. Section 508 Compliance	9
24. Prime Contractors Ordering from Federal Supply Schedules	9
25. Insurance – Work on a Government Installation.....	9
26. Software Interoperability.....	10
27. Advance Payments	10
TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSE (SIN 132-33) AND MAINTENANCE (SIN 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE	11
1. Inspection/Acceptance.....	11
2. Guarantee/Warranty	11
3. Technical Services.....	12
4. Software Maintenance	13
5. Periods of Maintenance (SIN 132-34)	13
6. Utilization Limitations	13
7. Software Conversions (SIN 132-33).....	14
8. Descriptions and Compatibility	14
9. Right to Copy Pricing	14
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SIN 132-51)	15
1. Scope	15
2. Performance Incentives	15
3. Order	15
4. Performance of Services.....	15
5. Stop-Work Order.....	15

6. Inspection of Services.....	16
7. Responsibilities of Avalon Technology.....	16
8. Responsibilities of the Government.....	16
9. Independent Contractor	16
10. Organizational Conflicts of Interest	16
11. Invoices	17
12. Payments.....	17
13. Resumes	17
14. Incidental Support Costs.....	17
15. Approval of Subcontracts.....	17
16A. Description of IT Services	17
16B. Professional Services Pricing.....	18
16C. Labor Category Descriptions	19
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS.....	24
BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE	25
BLANKET PURCHASE AGREEMENT	26
BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS	27

Information For Ordering Offices

Special Notice To Agencies: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

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

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

2. Contractor's Ordering Address and Payment Information:

Ordering Address:	Payment Address:
GSA Order Office: Avalon Technology, Inc. 200 North Glebe Rd. Suite 1016 Arlington, VA 22203	Avalon Technology, Inc. 200 North Glebe Rd. Suite 1016 Arlington, VA 22203

Payment Information:

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

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

Ordering Phone Number: **(703) 647-6660**
FAX: **(703) 647-6668**

3. Liability For Injury Or Damage

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

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: **00-3497588**
Block 30: Type of Contractor – **A. Small Disadvantaged Business**
Block 31: Woman-Owned Small Business – **NO**
Block 36: Contractor's Taxpayer Identification Number: **54-1912267**

4a. CAGE Code – **3BJ16**

4b. **Avalon Technology** has registered with the Central Contractor Registration Database.

5. FOB Destination

FOB Destination available in continental US only.

6. Delivery Schedule

a. TIME OF DELIVERY: The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as negotiated between the ordering agency and Avalon Technology, Inc. Expedited Delivery Time: Expedited deliveries will be addressed on a case-by-case basis. Overnight and 2-Day Delivery Times: Schedule customers may require overnight or two-day delivery. Contact Avalon Technology, Inc. to check on the availability of personnel to fulfill the service.

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

7. Discounts:

- a. Prompt Payment: **None**
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions: **None**
- e. Other

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

None.

10. Small Requirements:

The minimum dollar value of orders to be issued is **\$100.00**.

11. Maximum Order: (All dollar amounts are exclusive of any discount for prompt payment.)

SIN 132-33/34 – \$500,000
SIN 132-51 – \$500,000

12. Ordering Procedures For Federal Supply Schedule Contracts

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

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

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

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

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

14. Contractor Tasks / Special Requirements (C-FSS-370) (NOV 2001)

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

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

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

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

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

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

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

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

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

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

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

15. Contract Administration For Ordering Offices:

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

16. GSA Advantage!

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

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

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

17. Purchase Of Open Market Items

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

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

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

18. Contractor Commitments, Warranties And Representations

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

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

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

19. Overseas Activities

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: None

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

20. Blanket Purchase Agreements (BPAs)

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

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

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

21. Contractor Team Arrangements

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

22. Installation, Deinstallation, Reinstallation

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

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

23. Section 508 Compliance

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

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

24. Prime Contractor Ordering From Federal Supply Schedules

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

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

(b) The following statement:

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

25. Insurance—Work on a Government Installation (JAN 1997)(FAR 52.228-5)

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

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

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. Software Interoperability.

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

27. Advance Payments

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

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SIN 132-33) AND MAINTENANCE (SIN 132-34) IF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. Inspection/Acceptance

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

2. 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.

eGain Performance Warranty. For a period of ninety (90) days after eGain's delivery of the eGain Software eGain warrants to ordering activity that the eGain Software, when used as permitted under this Agreement and in accordance with the instructions in the User Documentation (including use on a computer hardware and operating system platform supported by eGain), will operate substantially as described in the User Documentation. eGain does not warrant that use of the eGain Software will be error-free or uninterrupted. Reseller acknowledges that eGain shall not be liable for, and shall have no obligation to correct, any errors or malfunctions arising from any modifications made to the eGain Software or errors or malfunctions arising from ordering activity Developments or their interoperation with the eGain Software. For any breach of the warranties ordering activities exclusive remedy, and eGain's entire liability, shall be: the correction of eGain Product errors that cause breach of the warranty, or if eGain is unable to make the eGain Product operate as warranted, ordering activity shall be entitled to recover the fees paid for the eGain Product or Update, as applicable; for media - the replacement of defective media returned within ninety (90) days of Commencement Date

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

c. **eGain License Grant.** eGain grants to ordering activity a non-exclusive, non-transferable, revocable to use the copies of the eGain Software provided to Customers under this Agreement, in Executable Code form only, except that ordering activity may use, reproduce and modify the eGain Interfaces, in each case solely as necessary to integrate the eGain Software applications.

d. **eGain License Restrictions.** Ordering activity acknowledges that the eGain Software and its structure, organization, and Source Code constitute valuable trade secrets of eGain. Accordingly, ordering activity agrees not to (a) modify, adapt, alter, translate, or create derivative works from the eGain Software; (b) merge the eGain Software with other software; (c) distribute, sublicense, lease, rent, loan, or otherwise transfer the eGain Software to any third party or (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the eGain Software.

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

3. Technical Services

a. Avalon Technology, without additional charge to the ordering activity, shall provide a hot line technical support number **1-877-288-3241** for the purpose of providing user assistance and guidance in the implementation of the software. Technical support is available Monday – Friday (excluding holidays) 9:00 am – 5:00 pm.

4. Software Maintenance

- a. Software maintenance takes effect at the end of the 90 day warranty period and consists of remote telephone support, problem resolution and update services. Avalon Technology will furnish, when and if available, software fixes, patches, or updates to resolve the customer's problem. The patches or updates may be downloaded by an Avalon representative, physically distributed on designated media, or the customer may be directed to access the patch via an electronic database.
- b. Avalon Technology obligation to provide problem resolution assistance extends only to the then most recent point release and the prior point release of each supported software product.
- c. Software services for the prior release may not include updates or code level fixes.
- d. Avalon Technology is not obligated to provide software services for any software that has been altered other than by Avalon Technology.
- e. Avalon Technology will furnish, when and if available, a temporary workaround procedure to circumvent a problem until a fix/patch/update is available
- f. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. Periods of Maintenance (132-34)

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

6. Utilization Limitations - (132-33 and 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the

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

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

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

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

7. Software Conversions - (132-33)

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

8. Descriptions and Equipment Compatibility

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

9. Right-to-Copy Pricing

No right to copy licenses are available.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SIN 132-51)

1. Scope

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

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

2. Performance Incentives

a. Performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, under this contract in accordance with this clause.

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

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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. Avalon Technology, Inc. shall commence performance of services on the date agreed to by the Contractor and the ordering office.

b. Avalon Technology, Inc. agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

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

d. Any Avalon Technology, Inc. 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

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

7. Responsibilities of Avalon Technology, Inc.

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

8. Responsibilities of the Government

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

9. Independent Contractor

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

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 Government contract, without some restriction on activities by the Contractor and its affiliates,

may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

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

11. Invoices

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

12. Payments

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

13. Resumes

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

14. Incidental Support Costs

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

15. Approval Of Subcontracts

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

16. A. Description of IT Services

Background

- A Virginia corporation established in 1998
- Designation: 8(a) Small Disadvantaged Business, Minority-owned
- Led by experienced IT professionals with proven track records

Avalon has successfully applied technology to add a margin of value to many organizations' product or services by leveraging the experience of its resources, system architects, program managers, and engineers.

Core Practices

Privacy and Security

- Vulnerability Assessment
- Risk Analysis
- End-to-End Enterprise Security Architecture
- Develop Security Policies & Plans (DITSCAP, NIACAP, NIST, ISO, CERT, & ITIL)
- Develop Incident Response Procedures
- Comprehensive Server Hardening

- Implementation of Specialized Security Systems
- Private Addressing schemes - NAT, PAT, DHCP
- Intrusion Detection & Prevention
- Firewalls, Applications Proxies, ACLs, Content filtering
- Secure Network - VPNs, Wireless VPNs, Private networks
- Authentication & Access Control Systems
- Custom Security Software Development & Systems Integration
- Secure Remote Access Solutions

Business Continuity

With the onset of market globalization, management information technology has entered a new value dimension. Today, the ability to keep IT systems and processes up and running at all times is an operating and competitive necessity. Avalon helps manage this critical information assurance process by:

- Server Clustering
- Data & Database Replication
- Storage Area Networks (SANs)
- Backup Solutions
- Load Balancing
- Disaster Recovery Solutions
- Distributed Networking

Convergence & Collaboration

Convergence Solutions leverage technology to provide your organization significant cost savings on communications services in addition to the workflow efficiencies and productivity. Use our Convergence Solutions to consolidate networks, reduce cost, reduce travel and expenses, and significantly improve workflow through improved communication and collaboration.

B. Professional Services Pricing

The hourly rates specified below shall apply regardless of whether the services are performed by Avalon Technology, Inc. or its subcontractors, as long as the individuals performing the services meet the education, experience and expertise requirements for the applicable category.

Labor Category	Hourly Rate
A/V Specialist II	\$152.27
Program Manager / Director	\$211.47
Security Consultant	\$296.07
Senior Network Architect	\$169.17
Senior Network Engineer	\$148.86
Senior Security Analyst	\$211.47
Senior System Administrator (MS)	\$131.96
Technical Writer II	\$84.58
Network Engineer 1	\$64.34
Network Engineer 3	\$99.97
Network Engineer 4	\$128.66
Sr. Subject Matter Expert	\$125.28
Subject Matter Expert	\$103.67
Sr. IT Analyst	\$103.67
Emerging Technology Expert	\$95.98

Labor Category	Hourly Rate
Journeyman Technician	\$78.35
Entry Level IT Trainee	\$56.20
Project Manager 1	\$118.77
Project Manager 2	\$126.69
Project Manager 3	\$132.62
Security Analyst	\$128.66
Sr. Security Specialist	\$118.77
Security Specialist	\$101.94
Programmer 1	\$69.28
Programmer 2	\$79.17
Programmer 3	\$113.82
Help Desk Specialist	\$ 64.33

C. Labor Category Descriptions

1) A/V Specialist II – Minimum/General Experience: Three (3) to five (5) years experience in audio-visual systems, recording, television production, video conferencing or related technologies. Functional Responsibility: Evaluate audio and video technologies, products, and services. Assist in the design, implementation, and management of audio, video, IP/TV, streaming media and conferencing equipment and solutions. Minimum Education: BS/BA degree or equivalent experience in the service being provided.

2) AT-PM03-200 Program Manager - Minimum/General Experience: Ten (10) years of IT project management and/or related experience. Functional Responsibility: Plans, organizes, and directs the activities for large, complex task order contracts by using working knowledge of several subject matters. Translates general goals and objectives received from client into work assignments; and provides guidance, direction, and control in various subject matters. Manages the activities of consultants and/or subcontractors. Minimum Education: BS/BA in Engineering, Business, Math, Computer Science, or related discipline or equivalent experience in the services being provided.

3) AT-SAD4-300 Security Consultant - Minimum/General Experience: Fifteen (15) to twenty (20) years overall Information Systems (IS) experience. Minimum seven (7) years in Information Security. Posses detailed knowledge of and verifiable experience with security issues related to diverse technical platforms including Windows NT/2000, Unix, Oracle, TCP/IP, Linux, voice / data networks, Internet /Intranet, routers, switches, firewalls and WAN connectivity. May supervise or lead project team. Effective analyst in assessing current practices, identifying vulnerabilities and developing security plans based on NIACAP, DITSCAP, ISO, CERT and NIST guidelines, standards and best practices as applicable. Professional certification in IT security or network / systems administration is desirable (NSA, CISSP, GIAC, MCSE, others.) Functional Responsibility: Responsible for strategic development, implementation and monitoring of the company's IT security activities. Providing technical leadership for the design, deployment and operation of IT Security management software and hardware devices including, but not limited to: Anti-virus defense, Intrusion Detection, encryption systems, authentication and access control systems, network scanning and vulnerability assessment, etc. Serves as the technical lead for the IT Security incident response team. Apply forensic investigation techniques to document root cause and impact of detected computer security incidents. Performs IT security assessments or audits of internal networks and systems under the direction of the CIO. Plans and coordinates technical security architecture, design and development for local, regional and global use. Minimum Education: Master's degree in Computer Science, Engineering / Science or equivalent work experience.

4) Senior Network Architect - Minimum/General Experience: Ten (10) to twenty (20) years experience in related networking, systems, and application integration in complex enterprise or government information technology environments. Must have experience working in multi-site, multi-zone network environments supporting various levels of security, high-availability platforms, databases and applications. Must be well versed in methods of network and system fail-over and high-availability protocols such as HSRP, VRRP and BGP. **Functional Responsibility:** Plans, conducts and/or participates in engineering projects, networks, systems, databases and application implementations involving a wide range of engineering principles, theories and concepts from various engineering specialties to assess complex requirements, design, implement, optimize, and manage complex networks, systems and applications. Capable of designing network infrastructure and application environments to support large enterprise and government clients. Conducts advance and state-of-the-art assignments under general supervision. Provides technical information for and final technical editing of all documents and proposals. Provides diagnosis of and resolution for complex networking and engineering problems. Provides training on engineering design, system and network protocols. **Minimum Education:** BS/BA degree in engineering, computer science or related field and/or equivalent experience for the service being provided.

5) AT-NE03-100 Senior Network Engineer - Minimum/General Experience: A minimum of seven (7) years of related work experience is required for this position. **Functional Responsibility:** Responsible for the analysis, design, evaluation, and development in support of network integration. Technology domain areas include open systems architectures, data, video and voice for local area and wide area networks and infrastructures. Knowledge and /or application of data storage media, collaborative computing techniques, multimedia information exchange and network layer protocols; high-speed networking, switching and transmission; ATM, Frame Relay, IP and ISDN protocols; related hardware and software technologies and commercial products. **Minimum Education:** Bachelor's degree in engineering or an associated discipline is required for this position.

6) AT-SAD3-300 Senior Security Analyst - Minimum/General Experience: Ten (10) to fifteen (15) years overall Information Systems (IS) experience. Minimum five (5) years in Information Security. Posses detailed knowledge of and verifiable experience with security issues related to diverse technical platforms including Windows NT/2000, Unix, Oracle, TCP/IP, voice / data networks, Internet /Intranet, routers, switches, firewalls and WAN connectivity. May supervise or lead project team. Effective analyst in assessing current practices, identifying vulnerabilities and developing security plans based on NIACAP, DITSCAP, ISO, CERT and NIST guidelines, standards and best practices as applicable. Professional certification in IT security or network / systems administration is desirable (CISSP, GIAC, MCSE, others.) **Functional Responsibility:** Responsible for strategic development, implementation and monitoring of the company's IT security activities. Providing technical leadership for the design, deployment and operation of IT Security management software and hardware devices including, but not limited to: AntiVirus defense, Intrusion Detection, encryption systems, authentication and access control systems, network scanning and vulnerability assessment, etc. Serves as the technical lead for the IT Security incident response team. Apply forensic investigation techniques to document root cause and impact of detected computer security incidents. Performs IT security assessments or audits of internal networks and systems under the direction of the CIO. Plans and coordinates technical security architecture, design and development for local, regional and global use. **Minimum Education:** Bachelor's degree in Computer Science, Engineering or a directly related field; Master's Degree preferred.

7) AT-MSA2-600 Senior System Administrator (MS) - Minimum/General Experience: Five (5) to seven (7) years experience with Microsoft Windows Operating systems and office applications. **Functional Responsibility:** To install, configure, and manage Windows Operating Systems, workgroups, client-server environments, Active Directory, authentication, and security. Install and configure windows based applications such as Exchange, Outlook, anti-virus software, and databases. **Minimum Education:** BS/BA degree in engineering, computer science or related field and/or equivalent experience for the service being provided.

8) AT-TW02-500 Technical Writer II - Minimum/General Experience: Five (5) years of technical writing or documentation experience. Specialized experience includes one (1) year of specialized ADP technical documentation experience. **Functional Responsibility:** Prepares and edits IT/ADP documentation incorporating information provided by user, specialist, analyst, programmer and operations personnel. Must have a substantial knowledge of the capabilities of computer systems. Duties include writing, editing and graphic presentation of technical information for both technical and non-technical personnel.

Interprets technical documentation standards and prepares documentation according to standards. Must be capable of working independently. This category provides incidental support for other approved requirements. Minimum Education: BS/BA degree.

9) AT-NE01-100 Network Engineer I - Minimum/General Experience: One (1) year of related work experience. Functional Responsibility: Assist with the analysis, design, evaluation, and development in support of network integration. Technology domain areas include open systems architectures, data, video and voice for local area and wide area networks and infrastructures. Knowledge and /or application of data storage media, collaborative computing techniques, multimedia information exchange and network layer protocols; high-speed networking, switching and transmission; ATM, Frame Relay, IP and ISDN protocols; related hardware and software technologies and commercial products. Minimum Education: BA/BS in engineering or an associated discipline is preferred.

11) AT-NE03-100 Network Engineer 3 - Minimum/General Experience: Seven (7) years of related work experience. Functional Responsibility: Responsible for the analysis, design, evaluation, and development in support of network integration. Technology domain areas include open systems architectures, data, video and voice for local area and wide area networks and infrastructures. Knowledge and /or application of data storage media, collaborative computing techniques, multimedia information exchange and network layer protocols; high-speed networking, switching and transmission; ATM, Frame Relay, IP and ISDN protocols; related hardware and software technologies and commercial products. Minimum Education: Bachelor's degree in engineering or an associated discipline is required.

11) AT-NA04-100 Network Engineer 4 - Minimum/General Experience: Ten (10) plus years experience in related networking, systems, and application integration in complex enterprise information technology environments. Must have experience working in multi-site, multi-zone network environments supporting various levels of security, high-availability platforms, databases and applications. Must be well versed in methods of network and system fail-over and high-availability protocols such as HSRP, VRRP and BGP. Functional Responsibility: Plans, conducts and/or participates in engineering projects, networks, systems, databases and application implementations involving a wide range of engineering principles, theories and concepts from various engineering specialties to assess complex requirements, design, implement, optimize, and manage complex networks, systems and applications. Capable of designing network infrastructure and application environments to support large enterprise clients. Conducts advance and state-of-the-art assignments under general supervision. Provides technical information for and final technical editing of all documents and proposals. Provides diagnosis of and resolution for complex networking and engineering problems. Provides training on engineering design, system and network protocols. Minimum Education: BS/BA degree in engineering, computer science or related field and/or equivalent experience for the service being provided.

12) AT-SME3-150 Senior Subject Matter Expert – Minimum/General Experience: Ten (10) years of progressive Information Technology (IT) experience. Specialized Experience: Five (5) years of this experience must have been in performing large IT projects related to the individual's subject matter expertise. Functional Responsibility: Serves as a senior subject matter technical expert in areas relevant to the project. Documentation subjects shall include but not limited to systems design, system architecture, feasibility studies, and system specifications. Minimum Education: BS/BA degree or equivalent experience in the service being provided.

13) AT-SME2-150 Subject Matter Expert – Minimum/General Experience: Seven (7) years of progressive functional experience related to specific technical areas. Specialized Experience: Three (3) years of this functional experience must have included management responsibility for large projects related to the individual's subject matter expertise. Functional Responsibility: Serves as a subject matter technical expert in areas relevant to the project. Provide guidance to the technical staff on the functional procedures/processes/policies reflecting detailed knowledge of functional areas. Minimum Education: BS/BA degree or equivalent experience in the service being provided.

14) AT-ITA4-160 Senior IT Analyst - Minimum/General Experience: Nine (9) years of progressive Information Technology (IT) experience including at least five projects in specific technical areas. Specialized Experience: Two (2) years in supervision of substantial IT projects. Functional Responsibility: Provides technical and administrative direction for tasks, including review of work products for correctness, compliance with industry accepted standards. Minimum Education: Minimum Education: BS/BA degree or equivalent experience in the service being provided.

15) AT-ETE1-150 Emerging Technology Expert – Minimum/General Experience: One (1) year progressive Information Technology (IT) experience in specific technological areas. Experience may have been gained in academic/commercial/government environment. Specialized Experience: Requires demonstrated hands-on experience and/or training in an emerging technology area(s) Minimum Education: BA/BS or equivalent experience in the service being provided.

16) AT-ITA2-160 Journeyman Technician - Minimum/General Experience: Three (3) years of progressive Information Technology (IT) experience. Functional Responsibility: Performs a variety of analyses and prepares appropriate documentation. Prepares and makes briefings and presentations. Assists in on-site management of installations. Works independently and installs, operates, maintains, configures, troubleshoots, and repairs IT systems devices, circuits, cables, components, software, and end-user devices, components, software and connectivity. Assists in the development and management of project plans. This includes the review of task performance and work products for correctness, for adherence to design concepts and user requirements, and for progress in accordance with schedules. Minimum Education: High School Diploma

17) AT-ITA1-160 Entry Level IT Trainee - Minimum/General Experience: No Information Technology (IT) experience in technical areas included. Should have some academic knowledge related to the technical areas. Functional Responsibility: Works under close supervision, developing the requirements of a product from inception to conclusion. Develops required specifications for simple to moderately complex problems. Minimum Education: BS/BA degree or equivalent experience in the service being provided.

18) AT-PM01-200 Project Manager - Minimum/General Experience: Two (2) to four (4) years experience in the computer systems, communications or network systems related fields with a minimum of three (2) years Project Management experience. Functional Responsibility: Leader, manager and coordinator of all contributing disciplines and resources in the completion of projects or management of the program. Engages in such activities as: assigning tasks; establishing and maintaining task schedules; liaison between appropriate engineering personnel and the customer to ensure effective coordination of all projects or program efforts; prepares and adheres to project cost and staffing plans; prepares plans, proposals, and briefings. Also provides management of contract negotiations and company representation with customers and subcontractors as required. Minimum Education: BS/BA in technical area and/or equivalent work experience for the services being provided.

19) AT-PM02-200 Project Manager 2 - Minimum/General Experience: Four (4) to seven (7) years experience in the computer systems, communications or network systems related fields with a minimum of three (3) years Project Management experience. Functional Responsibility: Leader, manager and coordinator of all contributing disciplines and resources in the completion of projects or management of the program. Engages in such activities as: assigning tasks; establishing and maintaining task schedules; liaison between appropriate engineering personnel and the customer to ensure effective coordination of all projects or program efforts; prepares and adheres to project cost and staffing plans; prepares plans, proposals, and briefings. Also provides management of contract negotiations and company representation with customers and subcontractors as required. Minimum Education: BS/BA in technical area and/or equivalent work experience for the services being provided.

20) AT-PM02-200 Project Manager 3 - Minimum/General Experience: Eight (8) to ten (10) years experience in the computer systems, communications or network systems related fields with a minimum of three (3) years Project Management experience. Functional Responsibility: Leader, manager and coordinator of all contributing disciplines and resources in the completion of projects or management of the program. Engages in such activities as: assigning tasks; establishing and maintaining task schedules; liaison between appropriate engineering personnel and the customer to ensure effective coordination of all projects or program efforts; prepares and adheres to project cost and staffing plans; prepares plans, proposals, and briefings. Also provides management of contract negotiations and company representation with customers and subcontractors as required. Minimum Education: BS/BA in technical area and/or equivalent work experience for the services being provided.

21) AT-SAD2-300 Security Analyst - Minimum/General Experience: Five (5) years overall Information Systems (IS) experience. Minimum of three (3) years in Information Security. Must possess detailed knowledge of and verifiable experience with security issues related to diverse technical platforms including Windows NT/2000, Unix, Oracle, TCP/IP, voice / data networks, Internet /Intranet, routers, switches, firewalls and WAN connectivity. Professional certification in IT security or network / systems

administration is desirable (CISSP, GIAC, MCSE, others.) Functional Responsibility: Provide technical leadership for the design, deployment and operation of IT Security management software and hardware devices including, but not limited to: AntiVirus defense, Intrusion Detection, encryption systems, authentication and access control systems, network scanning and vulnerability assessment, etc. Assess current practices, identify vulnerabilities and develop security plans based on NIACAP, DITSCAP, ISO, CERT and NIST guidelines, standards and best practices as applicable. Minimum Education: BS/BA in Computer Science, Engineering or a directly related field is preferred.

22) AT-SAD3-300 Senior Security Analyst / Auditor - Minimum/General Experience: Ten (10) to fifteen (15) years overall Information Systems (IS) experience. Minimum five (5) years in Information Security. Posses detailed knowledge of and verifiable experience with security issues related to diverse technical platforms including Windows NT/2000, Unix, Oracle, TCP/IP, voice / data networks, Internet /Intranet, routers, switches, firewalls and WAN connectivity. May supervise or lead project team. Effective analyst in assessing current practices, identifying vulnerabilities and developing security plans based on NIACAP, DITSCAP, ISO, CERT and NIST guidelines, standards and best practices as applicable. Professional certification in IT security or network / systems administration is desirable (CISSP, GIAC, MCSE, others.) Functional Responsibility: Responsible for strategic development, implementation and monitoring of the company's IT security activities. Providing technical leadership for the design, deployment and operation of IT Security management software and hardware devices including, but not limited to: AntiVirus defense, Intrusion Detection, encryption systems, authentication and access control systems, network scanning and vulnerability assessment, etc. Serves as the technical lead for the IT Security incident response team. Apply forensic investigation techniques to document root cause and impact of detected computer security incidents. Performs IT security assessments or audits of internal networks and systems under the direction of the CIO. Plans and coordinates technical security architecture, design and development for local, regional and global use. Minimum Education: Bachelor's degree in Computer Science, Engineering or a directly related field; Master's Degree preferred.

23) AT-SAD1-300 Security Specialist - Minimum/General Experience: Four (4) years overall Information Systems (IS) experience. Minimum of three (3) years in Information Security. Possess detailed knowledge of and verifiable experience with security issues related to diverse technical platforms including Windows NT/2000, Unix, Oracle, TCP/IP, voice / data networks, Internet /Intranet, routers, switches, firewalls and WAN connectivity. Effective analyst in assessing current practices, identifying vulnerabilities and developing security plans based on NIACAP, DITSCAP, ISO, CERT and NIST guidelines, standards and best practices as applicable. Professional certification in IT security or network / systems administration is desirable (CISSP, GIAC, MCSE, others.) Functional Responsibility: Provide technical leadership for the design, deployment and operation of IT Security management software and hardware devices including, but not limited to: AntiVirus defense, Intrusion Detection, encryption systems, authentication and access control systems, network scanning and vulnerability assessment, etc. Minimum Education: BS/BA in Computer Science, Engineering or a directly related field is preferred.

24) AT-DEV1-700 Programmer 1- Minimum/General Experience: Three (3) or more years of programming or related experience. Functional Responsibility: Develops and supports client/server software systems, codes and maintains business applications, programs in business languages, analyzes and troubleshoots software and LAN related problems, prepares and edits ADP documentation, operates computer consoles and peripheral equipment. Minimum Education: BS/BA degree or equivalent experience in the service being provided.

25) AT-DEV2-700 Programmer 2 - Minimum/General Experience: Five (5) or more years of programming or related experience. Functional Responsibility: Develops and supports client/server software systems, codes and maintains business applications, web-based applications, portals, and programs in business languages such as Java, PHP, C++, XML, .NET or equivalent development environments. Analyzes and troubleshoots software and networked software related problems, prepares and edits software documentation. Develops detailed software design documents and assists with the system architecture of a new application based on business requirements. Minimum Education: BS/BA degree or equivalent experience in the service being provided.

26) AT-DEV3-700 Programmer 3 - Minimum/General Experience: Eight (8) or more years of programming or related experience. Functional Responsibility: Develops and supports client/server software systems, codes and maintains business applications, web-based applications, portals, and programs in business languages such as Java, PHP, C++, XML, .NET or equivalent development

environments. Analyzes and troubleshoots software and networked software related problems, prepares and edits software documentation. Develops detailed software design documents and assists with the system architecture of a new application based on business requirements. Minimum Education: BS/BA degree or equivalent experience in the service being provided.

27) AT-CSS1-400 Help Desk Specialist - Minimum/General Experience: Entry level experience in customer service or telecommunications service provisioning. Strong communications and interpersonal skills (verbal and written). Proficient in Microsoft Office including MS Word and Excel. Experience in MS Access, Databases, and Remedy or other customer relationship systems preferred. Experience working with telecommunications providers, carriers, etc. Experience assisting customers computer and network configurations, general office applications, ordering, and disconnecting telecom circuits. Minimum Education: BS/BA degree preferred or equivalent experience in the service being provided.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

Preamble

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

Commitment

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities, please contact Larry Schartzs, phone 703-647-6660, fax 703-647-6668, e-mail lschwartz@avalontechnology.com.

Best Value Blanket Purchase AGREEMENT FEDERAL Supply Schedule
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Avalon Technology, Inc.) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)

_____.

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

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

Signatures

AGENCY

DATE

Avalon Technology, Inc. DATE

BPA NUMBER _____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER *SPECIAL BPA DISCOUNT/PRICE

____ _____
____ _____

(2) Delivery:

DESTINATION DELIVERY SCHEDULE/DATES

____ _____
____ _____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE POINT OF CONTACT

____ _____
____ _____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS

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

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

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

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

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

Here is a general outline on how it works:

The customer identifies their requirements.

Federal Supply Schedule Contractors may individually meet the customers needs, or -

Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.

Customers make a best value selection.