... providing global enterprise solutions

Avum

GSA Contract Holder

General Services Administration

Authorized Federal Supply Schedule
Contract Number GS-35F-0683 P
Schedule 70
SIN 132-51

Corporate Headquarters:
23852 Pacific Coast Highway #378
Malibu, CA 90265 Office – 310.457.8263

Branch Office:
9457 S. University Blvd. #266
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New York, NY 10011 Office – 212.989.1055

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Avum, Inc. is a professional services firm certified as 8(a) by the Small Business Administration.

Mission:
Avum is in the business of helping commercial and government entities implement eBusiness and eGovernment initiatives by providing leadership, methodologies, enterprise software architectures, open-source web standards, integration tools and custom development.

Corporate Culture

Our leadership and project management inspire success in all team members while guiding our projects to results previously unattainable.

A corporate culture of collaboration, years of experience working as a team, and proven methodologies have been pivotal in providing our customers effective IT solutions. Our company takes pride in forming long lasting relationships with many clients such as Canon USA, Inc. and Lockheed Martin Missile and Space Systems.

We have been the major contributors to the success of Canon's Enterprise Information Systems. At Canon we have provided solutions in ERP system development, enterprise application integration of legacy systems with supply chain and financial management software, as well as development of revenue generating Internet applications and web sites. We are also the driving force developing and maintaining Canon's Consumer Products marketing web site.

Since its inception in 1992, Avum has been committed to the highest standards of ethical behavior and professional integrity. Honesty and sincerity define our relationships.

We offer the following services under Schedule 70:

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
FPDS Code D301 IT Facility Operation and Maintenance
FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D310 IT Backup and Security Services
FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316 IT Network Management Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Measurable results • Candid, accurate assessments • Custom and integrated solutions • Overall blueprint for seamless operation • Professional leadership and support…

Our team helps you get the job done!

Technologies

- Databases: Oracle (10g, 9i, 8i, 7), SQL Server, Sybase, MySQL
- OS: Windows NT/2000/XP, HP-UX, Sun Solaris, Linux, Mac OS X
- Application & Web Servers: Oracle 10g, Oracle 9iAS, BEA WebLogic, IBM WebSphere, JBoss, Tomcat, WebObjects, Apache
- Languages: Java, JSP, JSTL, Objective C, C, C++, C#, ASP.NET, PERL, SQL, PL/SQL
- Methodologies: UML, RUP, Extreme Programming, OOA&D, MVC
- Frameworks: Java J2EE, Struts, WebObjects, EOF, Oracle TopLink, Tapestry, Cayenne, .NET
- Technologies: XML, XSL, RDF, SOAP
- Application Frameworks: TeamSite, Kana, Vignette, IBM MQ Series, Paymentech

AVUM Custom Development

Our experience building eBusiness and eGovernment systems have included custom software development and integration of Enterprise Resource, Planning Systems, Customer Relationship Management Systems, Supply Chain/ Warehouse Management Systems and Web Portals. We provide complete services that include business process consulting, database development, existing software/database integration, harnessing business intelligence from your data, quality assurance, and custom application development projects for our commercial and government customers.

Labor Rates

Our labor rates for IT Services for the base period of the contract are shown in the table below.

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
Project Manager	125.00	128.75	132.61	136.59	140.69
Senior Subject Matter Expert	200.00	206.00	212.18	218.55	225.11
Subject Matter Expert	150.00	154.50	159.14	163.91	168.83
Senior Chief Architect	145.00	149.35	153.83	158.44	163.19
Chief Architect	120.00	123.60	127.31	131.13	135.06
Database Administrator	110.00	113.30	116.70	120.20	123.80
Chief Technologist	108.75	112.01	115.37	118.83	122.39
Senior Technologist	97.50	100.42	103.43	106.53	109.73
Technologist	90.00	92.70	95.48	98.34	101.29
Junior Technologist	67.50	69.53	71.62	73.77	75.98
Technical Writer	60.00	61.80	63.65	65.56	67.53
Research Assistant	58.50	60.26	62.07	63.93	65.85
Jr. Research Assistant	50.00	51.50	53.05	54.64	56.28

Notes:

1. Non-labor direct costs (e.g., travel and supplies) will be reimbursed at actual allowable costs plus applicable G&A expense, per FAR cost principles.
2. Administrative support costs, not to exceed 5 percent of the extended price calculated using the above labor rates, will be added to any resultant delivery order.

Labor Category Descriptions

Experience and Education Substitutions for all labor categories (relevant experience may be substituted for educational requirements, and vice versa, as follows):

- Two (2) years of experience in lieu of an Associates Degree
- Four (4) years of experience in lieu of a Bachelors Degree
- Five (5) years of experience in lieu of a Masters Degree
- Six (6) years of experience in lieu of a Ph.D. or Doctorate Degree

For example, the minimum requirements of the Senior Subject Matter Expert labor category in Avum's labor categories includes twenty (20) years of experience and a Bachelor's Degree. Avum may assign a staff member that does not possess the required advanced degree to this contract labor category, provided that the staff member has at least four (4) additional years of relevant experience over and above the minimum experience requirement for a total of at least twenty four (24) years of experience. In this example, Avum is offering as consideration an individual that is overqualified in terms of years of experience in exchange for the relaxed educational requirement.

Project Manager

Minimum/General Experience: The Project Manager position requires eight years of experience leading and managing the administration of IT projects. Supports and guides every element of all related processes. Possesses a unique overarching understanding of all involved programs.

Project Manager, Continued
Functional Responsibility: The position requires the ability to direct projects and all related sub-tasks, as well as an expertise in the service areas. Responsibilities include overseeing system design and management, interfacing with customers, direction of labor, work review and reporting, labor management and managing/working within timelines, budgets, and deadlines.

Minimum Education: Bachelor's Degree in computer system engineering, computer programming, computer system integration, software engineering, computer hardware or software engineering, network engineering, computer science, or a related field.

Senior Subject Matter Expert
Minimum/General Experience: The Senior Subject Matter Expert position requires twenty years of experience in an information technology or scientific field. Supports complex projects and programs by providing unique subject matter expertise in information technology or scientific areas, and related functional, technical, professional or policy areas.

Functional Responsibility: The position requires the ability to identify underlying scientific, technical, operational, and policy issues, and to provide expert analysis, assessment, and recommended courses of action in the domain being represented. Responsibilities relate to research, technology assessment, concept formulation, development or production, management, and include advising senior level/ executive level personnel on high-level, highly complex topics.

Minimum Education: Advanced degree in information technology, computer science, computer system engineering, computer programming, network, communications or related scientific technical or management field.

Subject Matter Expert
Minimum/General Experience: The Subject Matter Expert position requires 15 years of experience in an information technology or scientific field. Supports complex projects and programs by providing unique subject matter expertise in information technology or scientific areas, and related functional, technical, professional or policy areas.

Functional Responsibility: The position requires the ability to identify underlying scientific, technical, operational, and policy issues, and to provide expert analysis, assessment, and recommended courses of action in the domain being represented. Responsibilities relate to research, technology assessment, concept formulation, development or production, management, and include advising senior level personnel on highly complex topics.

Minimum Education: Bachelor's Degree in information technology, computer science, computer system engineering, computer programming, network, communications or related scientific technical or management field.

Senior Chief Architect
Minimum/General Experience: The Senior Chief Architect position requires twelve years of experience in software engineering or a related technical, operations, management, and/or systems field.

Functional Responsibility: The position leads effort to transform overall information technology and engineering concepts into requirements and specifications leading to the design and development of major complex programs or systems. Supervises and guides efforts of less experienced engineers, architects and technologists. Extracts information technology, engineering and operational requirements from users and establishes overall system requirements. Transforms overall requirements and technical specifications into functional requirements, architecture and system designs. Uses knowledge and experience to achieve or supervise the design, acquisition, installation, operation and maintenance of systems.

Minimum Education: Bachelor's Degree in computer system engineering, computer programming, computer system integration, software engineering, computer hardware or software engineering, network engineering, computer science, or a related scientific or technical field.

Chief Architect
Minimum/General Experience: The Chief Architect position requires ten years of experience in software engineering or a related technical, operations, management, and/or systems field.

Functional Responsibility: The position leads effort to transform overall information technology and engineering concepts into requirements and specifications leading to the design and development of major complex programs or systems. Supervises and guides efforts of less experienced engineers, architects and technologists. Extracts information technology, engineering and operational requirements from users and establishes overall system requirements. Transforms overall requirements and technical specifications into functional requirements, architecture and system designs. Uses knowledge and experience to achieve or supervise the design, acquisition, installation, operation and maintenance of systems.

Minimum Education: Bachelor's Degree in computer system engineering, computer programming, computer system integration, software engineering, computer hardware or software engineering, network engineering, computer science, or a related scientific or technical field.

Database Administrator
Minimum/General Experience: Requires eight years of experience in software engineering, technology, operations, management, and/or mission-critical systems with at least three years of focus on Oracle Database administration. Possesses a complete knowledge of configuring/maintaining highly scalable environments, as well as superb troubleshooting and written/oral communication skills. Expertise in PL/SQL,

Database Administrator, Continued
scripts (PERL, Shell), triggers and procedures, and Oracle backup/recovery methodologies and strategies. Familiarity with Clustering/Grid Technologies.

Functional Responsibility: Supports Oracle database instances across all environments. Leads determination of database storage needs and data access patterns. Responsible for logical and physical designs of all new and existing databases, as well as the implementation of security. Responsible for all aspects of data staging and transfer techniques, such as MQ Series, FTP/SFTP, and ETL processes. Performs instance management/consolidation and performance tuning and optimization. Types and versions supported: stand-alone, RAC enabled, Portal, OCS, OAS, HTMLDB and metadata repository.

Minimum Education: Bachelor's Degree in computer science, computer system engineering, computer programming, network engineering, or a related scientific, technical or management field.

Chief Technologist
Minimum/General Experience: The Chief Technologist position requires eight years of experience in software engineering, technology, communications, operations, management, and/or mission-critical systems.

Functional Responsibility: The position provides highly technical support to the software or systems development process to include systems analysis, design, implementation, testing, documentation and maintenance of computer information technology applications. Carries out design work to transform functional requirements into a complete design. Has sufficient knowledge and experience with information technology, engineering and management systems to effectively perform or lead efforts. Provides guidance to engineers, architects, technicians and managers as they work on detailed designs, development, building and testing. Assures quality of overall effort.

Minimum Education: Bachelor's Degree in computer system engineering, computer programming, computer system integration, software engineering, computer hardware or software engineering, network engineering, computer science, or a related scientific or technical field.

Senior Technologist
Minimum/General Experience: The Senior Technologist position requires six years of experience in software engineering, technology, operations, management, and/or mission-critical systems.

Functional Responsibility: Under little or no supervision, the position provides technical support in the software or systems development process to include systems analysis, design, implementation, testing, documentation and maintenance of computer information technology applications. Analyzes requirements from users and responds to information technology or management system requirements using

Senior Technologist, Continued
standard (rational) system development methodologies. Provides guidance to software engineers and technicians as they work on designs, development, building and testing of systems. Leads information technology and software engineering design work to transform functional requirements and engineering specifications into a complete system design.

Minimum Education: Bachelor's Degree in computer system engineering, computer programming, computer system integration, software engineering, computer hardware or software engineering, network engineering, computer science, or a related scientific or technical field.

Technologist
Minimum/General Experience: The Technologist position requires three years of experience in software engineering, technology, operations, management, and/or mission-critical systems.

Functional Responsibility: The position, under supervision, provides technical support in the software or systems development process to include systems analysis, design, implementation, testing, documentation and maintenance of computer information technology applications. Supervises and guides efforts of less experienced personnel. Implements functional requirements from users and establishes information technology, management and technical system requirements using standard (rational) system development methodologies. Performs design work to transform requirements and specifications into a complete design.

Minimum Education: Bachelor's Degree in computer science, computer system engineering, computer programming, network engineering, or a related scientific, technical or management field.

Junior Technologist
Minimum/General Experience: The Junior Technologist position requires one year of experience in providing services for information technology programs and projects.

Functional Responsibility: Implements system requirements using standard (rational) system development methodologies. Performs design, coding, integration and test/evaluation. Follows procedures in exercising quality assurance procedures.

Minimum Education: Bachelor's Degree in computer science, computer system engineering, computer programming, network engineering or a related scientific, technical or management field.

Technical Writer
Minimum/General Experience: The Technical Writer position requires two years of experience of documenting highly technical processes and products, as well as editing, proofing, and rewriting pre-existing documents and documenting materials.

Technical Writer, Continued
Functional Responsibility: The position provides informational reporting and text to serve promotional materials, proposals, manuals, instructions, catalogs, lists, illustrations, photographs, diagrams, charts, etc. Requires the ability to express complex ideas clearly and to place scientific information into easily understandable language, as well as a technical proficiency.

Minimum Education: Bachelor's Degree in English, professional writing, journalism, or a related liberal arts, humanities, or communications field.

Research Assistant
Minimum/General Experience: The Research Assistant position requires one year of experience in providing research assistance and support for information technology programs and projects.

Functional Responsibility: The position assists in developing functional requirements and system designs by providing research assistance to development teams. Provides assistance in carrying out projects with emphasis as facilitator, analyst, and fact finder.

Minimum Education: Bachelor's Degree in information technology, computer science, computer system engineering, computer programming, network, communications or a related scientific, technical or management field.

Jr. Research Assistant
Minimum/General Experience: Requires some educational experience related to general and scientific research and research support. Requires a proven, working knowledge of research, documentation, word processing, and office tools, as well as HTML.

Functional Responsibility: Provides wide-ranging support, and assists all reoccurring facilitation, analysis, research, and implementation as needed on a daily basis.

Minimum Education: Associates Degree or two years of study towards the completion of a Bachelor's Degree.

Management Team

AVUM's outstanding management team offers its clients a combination of business and technological expertise necessary to guarantee success.

Randall P. Mora, President

An experienced strategic entrepreneur of enterprise solutions companies, Randall Mora founded AVUM in October 1992.

With more then twenty-two years of management and development experience, Mora has been responsible for building dynamic teams specializing in large-scale projects which range from complete enterprise resource planning (ERP) systems to eBusiness web based solutions. His accomplishments and experience in Intelligent Agent technologies, ERP, B2B web based and collaborative commerce, Warehouse Management, Logistics, Financial solutions makes him a global asset in the ever-changing environment of technology.

Prior to forming AVUM, Mora focused on the emerging Internet technologies and their implication on securing data. He built the largest secure network for one of our government's biggest agencies.

Mora is a graduate of the California Polytechnic State University, San Luis Obispo with dual degrees in Accounting and Computer Science. He also has a Master of Computer Science and has taught Computer Science courses at the senior and master level for several years.

John E. Martyniak, Chief Technology Officer

John Martyniak brings twenty years of experience in designing, developing, building and managing complex large-scale projects. Martyniak is a specialist in the areas of eCommerce/Supply Chain, Workflow, Content Management (Production Systems), High Content Media, and Development Methodologies.

Prior to joining AVUM, Martyniak was Vice President of Engineering for iXL Enterprises, Denver, a strategic technology consulting company. Martyniak led a team of 60 engineers that was responsible for the design, development and deployment of complex large-scale websites for companies including the Walt Disney Co., Federal Express, Budget Rent-a-car, Wherehouse Music, eFrenzy, Maytag, Virgin Atlantic, and Einstein Bros. Bagels.

Martyniak is a graduate of Azusa Pacific University with a degree in Computer Science.

Ken Brock, Director of Professional Services

Ken Brock is responsible for the delivery of business solutions to AVUM's key strategic markets—military, healthcare, telecommunications, transportation, entertainment, financial services, and manufacturing. Ken's background prior to joining AVUM focuses on IT application development, database integration, business process design, and

Ken Brock, continued
business solution development. He has over twenty-two years experience in the IT industry.

Ken laid the foundation for his career in 1985 as a systems engineer at Ultrasystems, Inc., where he applied solid systems engineering principles and practices to interpret customer requirements and manage project expectations. Ken then worked as a Senior Systems Engineer for GTE Government Systems were he was instrumental in meeting crucial application and data-integration deadlines for mission-critical military systems during Operation Desert Storm. Ken's strong background in application and database integration helped him become a Senior Consultant for Sybase Professional Services.

At Sybase, Ken was a part of the advanced consulting team responsible for servicing complex application and database integration projects for Sybase customers through the continental United States.

After leaving Sybase, Ken began working as a professional consultant, where he further refined his skills and methodologies in numerous software technologies, including Sybase and Oracle, and Microsoft, UNIX and Linux Operating Systems. Ken specializes in best practices for integration, analysis, and project management. He has applied his expertise as a professional consultant for organization such as Sony Pictures Online Entertainment, American Express, Canadian Government, Norfolk Southern Railroad, Alltel Telecommunications, Accrue Inc., Canon, Inc., Yokowgawa Manufacturing, HBOC Healthcare, MedUnite, Inc., Amgen Biotechnology, Centers for Disease Control, and the United States Joint Forces Command.

Ken Brock earned his BS in Information Systems from California State University, Dominguez Hills (CSUDH). He has a Certificate in UNIX Programming from UCLA and is a candidate for Oracle and Microsoft Certifications. Ken has taught information technology courses at the Los Angeles Air Force Base.

Hide Tsutsumi, Chief Scientist
Hide Tsutsumi joined AVUM in August 2000. As the company's Chief Scientist, Tsutsumi is responsible for developing and administering software engineering policies and for helping to set the technological direction of the company. He champions product requirements, technologies and architecture, and launches and directs parallel development projects.

With twenty-three years of management and development experience, Tsutsumi is responsible for building dynamic teams specializing in large-scale projects ranging from complete Enterprise Resource Planning (ERP) systems to eBusiness web based solutions. Tsutsumi has proven to be an invaluable resource for AVUM through his accomplishments in ERP, B2B web based & collaborative commerce, warehouse management, logistics, and financial solutions.

Hide Tsutsumi, continued

Tsutsumi also has extensive experience in operating systems and embedded systems, database design, and the design, development & deployment of business solutions. Tsutsumi possesses an unusually broad grasp of practical software and hardware engineering principles as well as an innate ability to devise creative solutions to engineering and management challenges.

Tsutsumi is a graduate of the Fukuoka University, Fukuoka, Japan with a degree in Electronics Engineering and Computer Science

Past & Present Clients

Commercial:

AT&T

Canon USA, Inc.

Dun & Bradstreet Corporation

Hughes Aircraft Space & Communications

Jiiva, Inc.

Jet Propulsion Laboratory, California Institute of Technology

Lockheed Martin Missiles & Space

Logicon, Inc.

Sierra Software Innovations

Teradata, a division of NCR

Washington Mutual, Inc.

YFARM.COM, LLC

Government:

NASA

Terms & Conditions

Information for Ordering Activities Applicable To All Special Item Numbers

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the 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) contains 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 micro purchase 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:**

   The geographic scope of this contract is the 48 contiguous States of the United States, the District of Columbia, and the States of Alaska and Hawaii.

2. **Contractor's Ordering Address and Payment Information:**

   AVUM, Inc.
   23852 Pacific Coast Highway # 378
   Malibu, CA 90265

   Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will/will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

   (310) 457-8263 Ext 100

3. **LIABILITY FOR INJURY OR DAMAGE**

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

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

Block 9: **G**. Order/Modification under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: **14-502-4167**
Block 30: Type of Contractor **– SBA 8(A)**
Block 31: Woman-Owned Small Business - **NO**
Block 36: Contractor's Taxpayer Identification Number (TIN): **95-4487116**

4a. CAGE Code: **3F6V6**
4b. Contractor **has** registered with the Central Contractor Registration Database.

5. **FOB Destination**

6. **Delivery Schedule**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51:	As mutually agreed upon between AVUM, INC. and the Ordering Agency

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.)

If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

a. Prompt Payment: 0% - 0 days from receipt of invoice or date of acceptance, whichever is later.
b. Quantity: NONE
c. Dollar Volume: NONE
d. Government Educational Institutions are offered the same discounts as all other Government customers.
e. Other: NONE

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**.

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

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

Special Item Number 132-3 - Leasing of Product
Special Item Number 132-4 – Daily / Short Term Rental

Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 – Maintenance of Equipment
Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services
Special Item Number 132-52 - Electronic Commerce (EC) Services
Special Item Number 132-53 – Wireless Services

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

Special Item Number 132-50 - Training Courses

12. **ORDERING PROCEDURES FOR DERAL SUPPLY SERVICE INFORMATION TECHNOLOGY 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.

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

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

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

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

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

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

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

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

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

16. **GSA Advantage!**

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

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

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

17. **PURCHASE OF OPEN MARKET ITEMS**

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

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

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule has been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18**.** **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

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

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. **OVERSEAS ACTIVITIES**

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

NOT APPLICABLE

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

20. **BLANKET PURCHASE AGREEMENTS (BPAs)**

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

21. **CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor s Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. **INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received 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 requirement of the Davis-Bacon Act applies.

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

23. **SECTION 508 COMPLIANCE**

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

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

24. **PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES**

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

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

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

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

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

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

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

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

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

26. **SOFTWARE INTEROPERABILITY**

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

27. **ADVANCE PAYMENTS**

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

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)

1. **SCOPE**

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

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

2. **PERFORMANCE INCENTIVES**

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

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

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

3. **ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over $100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence. GSA has determined that the prices for services contained in the contractor s price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(ii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor s experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51.

The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency s needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity s needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractor's costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

(1) Inform contractors in the request (based on the ordering activity s requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a) (2) above must be followed. The procedures at (a) (2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity s requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. **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 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.

5. **PERFORMANCE OF SERVICES**

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

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

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

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

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 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 Rights in Data – General may apply.

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

9. **INDEPENDENT CONTRACTOR**

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

10. **ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

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

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

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

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

11 INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) 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 (DEC 2002) applies to labor-hour orders placed under this contract.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

Description of IT Services and Pricing are found on page 5.