

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

Special Item Number 132-3	Leasing of Product Special
Item Number 132-8	Purchase of Equipment
Special Item Number 132-12	Maintenance of Hardware
Special Item Number 132-33	Perpetual Software Licenses
Special Item Number 132-34	Maintenance of Software
Special Item Number 132-51	Information Technology Professional Services



Contract Number:  
**GS-35F-0739M**

**ViON Corporation**  
196 Van Buren Street  
3<sup>rd</sup> Floor  
Herndon, Virginia 20170

**Telephone: 571-353-6000**  
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**Internet/Website: [www.vion.com](http://www.vion.com)**

**Contract Period: August 29, 2002 - August 27, 2022**

**Current Through Modification PA-0185 Effective  
April 23, 2019**

**INFORMATION FOR ORDERING OFFICES  
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](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://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 Schedule contract is the 48 contiguous states, the District of Columbia and the State of Hawaii.

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

ViON's Ordering Address:                   ViON Corporation  
  196 Van Buren Street, Suite 300  
  Herndon, Virginia 20170

ViON's Payment Address:                ViON Corporation  
  196 Van Buren Street, Suite 300  
  Herndon, Virginia 20170

ViON will accept 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 can be used by ordering agencies to obtain technical and/or ordering assistance: (202) 467-5500

**3. Liability For Injury Or Damage:**

ViON 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 ViON, unless such injury or damage is due to the fault or negligence of ViON.

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 09-869-5323

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

Block 31: Woman-Owned Small Business – No

Block 36: Contractor's Taxpayer Identification Number (TIN): 52 116 7763

CAGE Code: 2U672

ViON has registered with the Central Contractor Registration Database.

5. FOB Point: ViON Corporation's FOB Point is Destination.

6. Delivery Schedule:

a. Time of Delivery: ViON shall deliver to the destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME ARO
132-8	30 Days
132-33	30 Days

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 ViON for the purpose of obtaining accelerated delivery. ViON shall reply to the inquiry, within 3 workdays after receipt, with a quote for such delivery. (ViON shall confirm telephonic replies in writing.) If ViON 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: Prices shown in GSAAAdvantage are NET Prices:

a. Prompt Payment: NET 30 days.

b. Quantity – See Software Section

c. Dollar Volume – See Software Section

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. Availability of Export Packing: Not Applicable.

10. Small Requirements: The minimum dollar value of orders to be issued is \$200.00.

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

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 132-8 - Purchase of Equipment

Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts

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

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 Standard 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 ViON.

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: ViON 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: ViON 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, ViON 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, ViON 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: ViON 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, ViON's participation in such order may be restricted in accordance with FAR Part 9.5.

g. Documentation/Standards: ViON 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:

- a. Manufacturer;
- b. Manufacturer's Part Number; and
- c. 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, non-contract 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-

- a. 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));
- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. 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 ViON.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. Overseas Activities:

Not Applicable - The terms and conditions of this contract shall only apply to all orders for installation, maintenance and repair of equipment in the 48 contiguous states, the District of Columbia, and the State of Hawaii.

20. Blanket Purchase Agreements (BPAs):

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

21. Contractor Team Arrangements:

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

22. Installation, De-Installation, Re-Installation:

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 apply.

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:

As the enclosed products are normally located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment and are not required to comply with Section 508 compliance information is not applicable on the supplies and services in this contract. The EIT standard can be found at: [www.Section508.gov/](http://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 ViON 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 Ordering Activity Installation (JAN 1997) (FAR 52.228-5):

a. ViON 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, ViON 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 Ordering Activity'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 ViON gives written notice to the Contracting Officer, whichever period is longer.

c. ViON shall insert the substance of this clause, including this paragraph ©, in subcontracts under this contract that require work on a Ordering Activity installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. ViON 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 LEASING OF  
GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY PRODUCTS (SPECIAL ITEM NUMBER 132-3)**

Lease Types:

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Capital Lease.

Orders for leased products must specify the leasing type.

Option 1:

1. Statement

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

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

2. Funding and Periods of Leasing Arrangements

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

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

(2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies ViON in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each

year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

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

### 3. Discontinuance and Termination

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

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### Option 2

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

#### 1. Leasing Price List Notice:

ViON must include the following notice in their contract price list for SIN 132-3:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

#### 2. Statement of Ordering Activity Intent:

a. The ordering activity and ViON understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill

that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

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

3. Lease Term:

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

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

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

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

4. Lease Termination:

a. The ordering activity must elect the Lease Term of the relevant delivery order. ViON (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(1) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

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

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

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

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

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

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

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### Lease Provisions Common to all Types of Lease Agreements

\*\* The following terms and conditions are applicable to any lease awarded under this contract regardless of type or option.\*\*

#### 1. Ordering Procedures:

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

- a. Which product(s) is (are) required.
- b. The required delivery date.
- c. The proposed lease plan and term of the lease.
- d. Where the product will be located.
- e. Description of the intended use of the product.
- f. Source and type of appropriations to be used.

ViON will respond with:

- a. Whether ViON can provide the required product.
- b. The estimated residual value of the product (Operating and Capital Lease only).
- c. The monthly payment based on the rate.
- d. The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- e. A confirmation of the availability of the product on the required delivery date.
- f. Extent of warranty coverage, if any, of the leased products.
- g. The length of time the quote is valid.

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

#### 2. Assignment of Claims:

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

3. Peaceful Possession and Unrestricted Use:

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

4. Commencement of Lease:

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

5. Installation and Maintenance:

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

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

6. Monthly Payments:

a. Prior to the placement of an order under this Special Item Number, the ordering activity and ViON must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Capital Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price. However, if the two options were not specified in the order then the lease will be considered an Operating Lease.

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

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

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

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

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

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

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

#### 7. Lease End/Discontinuance Options:

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

1. to purchase the product for the residual value of the product, or

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

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

c. Returns:

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to ViON at the location specified by ViON

in the continental US, in the same condition as when delivered, ordinary wear and tear accepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

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

3. Product will be returned in accordance with the terms of the contract and in accordance with ViON instruction.

4. With respect to software, the ordering activity shall state in writing to ViON that it has:

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

(ii) returned all software documentation, training manuals, and physical media on which the software was delivered; and (iii) has no ability to use the returned software.

8. Upgrades and Additions:

a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

1. can be removed without causing material damage to the product;

2. do not reduce the value of the product; and

3. are obtained from or approved by ViON, and are not subject to the interest of any third party other than ViON.

b. Any other additions may not be installed without ViON's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:

1. were not leased from ViON, and

2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

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

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

9. Risk of Loss or Damage:

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

moving the product from one ordering activity location to another ordering activity location), unless ViON shall undertake such relocation.

10. Title:

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

11. Taxes:

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

\*\* NOTE: ViON may propose additional terms and conditions (regarding SIN 132-3) for billings, payments, and/or invoices, as long as they are consistent with terms and conditions specified elsewhere. \*\*

12. Option to Purchase Equipment (FEB 1995) (FAR 52.207-5)

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

b. Except for final payment and transfer of title to the ordering activity, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

c. The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this

clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

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

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL  
PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
(SPECIAL ITEM NUMBER 132-8)**

1. **Material and Workmanship:**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. **Order:**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, ViON will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. **Transportation of Equipment:**

FOB Destination. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. **Installation and Technical Services:**

a. **Installation.** When the equipment provided under this contract is not normally self-installable, ViON's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

b. **Installation, De-installation, Re-Installation.** 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 apply.

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, de-installation, and re-installation services under SIN 132-8.

c. Operating and Maintenance Manuals. ViON shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. Inspection/Acceptance:

ViON 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 equipment that has been tendered for acceptance, and shall provide ViON with a notice of acceptance or rejection no later than thirty (30) days after receipt of the equipment. Failure to provide such notice to ViON shall be deemed acceptance by the ordering activity and ViON shall invoice for the product(s) in accordance with the invoicing provisions of this Schedule Pricelist. ViON reserves the right, at its option, to repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. Warranty:

a. All products are warranted to perform in accordance with the manufacturer's published specifications provided that the equipment is operated in accordance with the manufacturer's operating instructions.

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

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, ViON will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items, nor for damage to the equipment if occasioned by fault or negligence of the ordering activity.

d. All parts replaced during the warranty period shall become the property of ViON.

7. Purchase Price for Ordered Equipment:

The purchase price that the ordering activity will be charged will be the purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. Responsibilities of ViON:

ViON shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. Trade-In of Information Technology Equipment:

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

10. Risk of Loss/Title:

Risk of loss or damage to the product or documentation shall pass to the ordering activity upon delivery. Title shall pass upon full acceptance of the product by the ordering activity and payment of the full purchase price to ViON.

11. Substitution:

In the event any product ordered under this Schedule Pricelist becomes un-available prior to delivery, ViON reserves the right to return the order without penalty, or propose a substitution at a mutually agreeable price.

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. Service Areas:

The maintenance and repair service rates listed herein are applicable to any ordering activity location within a fifty (50) mile radius of ViON's service points. If any additional charge is to apply because of the greater distance from ViON's service locations, the mileage rate or other distance factor shall be as stated in the then-current Government Travel Regulations.

2. Maintenance Order:

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. ViON shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 60 calendar days. If the order is not confirmed by ViON as prescribed by this paragraph, the order shall be considered to be confirmed by ViON.

b. ViON shall honor orders for maintenance for a period of one year or less for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by ViON; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to ViON, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. 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, and 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.

f. Ordering activities shall notify ViON in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### 3. Repair Service and Repair Parts/Spare Parts Orders:

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

### 4. Loss or Damage:

When ViON removes equipment to his establishment for repairs, ViON shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

### 5. Scope:

a. ViON shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by ViON, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by ViON, if the equipment was under ViON's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under ViON's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the

ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. Responsibilities of the Ordering Activity:

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by ViON.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. Responsibilities of ViON:

For equipment not covered by a maintenance contract or warranty, ViON's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

8. Maintenance Rate Provisions:

- a. ViON shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- b. Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
- c. After Hours: Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and ViON's service area, the charge will be in accordance with the then-current Government Travel Regulations for mileage.
- e. Quantity Discounts: ViON offers no quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity.

9. Repair Service Rate Provisions:

- a. Charges: Charges for repair service will include the labor charge, computed at the rates set forth in Exhibit 1 to this Schedule Pricelist, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. Multiple Machines: When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. Travel or Transportation:

(1) At ViON's Shop

(a) When equipment is returned to ViON's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to ViON's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to ViON for adjustments and repairs or replacement without his prior consultation and instruction.

(2) At the Ordering Activity Location (Within Established Service Areas) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) At the Ordering Activity Location (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge as determined by the then-current Government Travel Regulations will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at ViON's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing ViON for actual costs, provided that the actual costs are reasonable and allowable. ViON shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. Labor Rates

(1) Regular Hours: The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of ViON.

(2) After Hours: When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of ViON.

(3) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of ViON on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

(4) Repair Service Rates: As defined in Exhibit 1 to this Schedule Pricelist

10. Repair Parts/Spare Parts Rate Provisions:

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer.

11. Guarantee/Warranty – Repair Service and Repair Parts/Spare Parts:

a. Repair Service: All repair work will be guaranteed/warranted for a period of ninety (90) days.

b. Repair Parts/Spare Parts: All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of ninety (90) days

12. Invoices and Payments:

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by ViON on a monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts: Invoices for repair service and parts shall be submitted by ViON as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice.

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE  
LICENSES, AND MAINTENANCE OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

(SPECIAL ITEM NUMBERs 132-33 & -34)

1. Inspection/Acceptance:

ViON 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 and shall provide ViON with a notice of acceptance or rejection no later than thirty (30) days after receipt of the software. Failure to provide such notice to ViON shall be deemed acceptance by the ordering activity and ViON shall invoice in accordance with the invoicing provisions of this Schedule Pricelist. ViON reserves the right to repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. Guarantee/Warranty:

a. All software furnished pursuant to the terms of this Schedule Pricelist will be guaranteed to conform to be free from defects in materials and workmanship and conform to the OEM's official published specifications. The warranty period for Licenses Software commences on its first day of acceptance and continues for the period shown in the pricelist. During this period, software problems reported to ViON will be corrected or a work-around solution provided. Thereafter, ViON will provide software maintenance on a chargeable basis as specified in the pricelist.

b. ViON does not warrant that the functions contained in a license program will meet the ordering activity's requirements or that it will operate in combinations which may be selected for use by the ordering activity; or that the operation of the license programs will be uninterrupted or error-free, or that all program defects will be corrected.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, ViON will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items; nor from any licensed software or equipment that has been damaged by accident, neglect, misuse, abuse, or natural disaster, or had been subjected to an unsuitable physical operating environment, or not properly maintained in accordance with the procedures recommended by the OEM; or modified without the OEM's prior written consent.

3. Technical Services:

During the warranty period, ViON, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is (202) 467-5500 and is available from 8:30am to 5:00pm Eastern Time, Mondays through Fridays, exclusive of Ordering Activity Holidays..

4. Software Maintenance:

- a. Software maintenance service shall be provided during the Warranty Period.
- b. Invoices for maintenance service shall be submitted by ViON on a monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).

5. Periods of Maintenance (132-34):

- a. ViON shall honor orders for periods for one year or less.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to ViON.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify ViON 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 identified shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with ViON, unless otherwise specified.
  - (2) Software licenses are by activity. The software may be used by any unit of the activity that has access to the site the software is placed at, even if the

activity did not participate in the acquisition of the software. 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 agency will take appropriate action by instruction, agreement, or otherwise, to protect ViON's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency'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 using activity.

(3) Except as is provided in paragraph 6.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 ViON. Third parties do not include prime Contractors, subcontractors and agents of the government 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) FAR Clauses 52.227-14, Rights in Data – General (JUN 1987) and 52.227-19, Commercial Computer Software – Restricted Rights (JUN 1987) are incorporated by reference as part of these Terms and Conditions.

## 7. Software Conversions

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 (SIN 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

Software Programs offered by ViON are shown in the Schedule Pricelist. Each program is designed to operate on one or more machine types. The program specifications for each warranted licenses program will state the environment in which the licenses programs are designed to operate.

9. Right-To-Copy

The Ordering Activity may make a reasonable number of back-up copies of any Licensed Software to be used only as a necessary replacement of an original version as long as all proprietary and other notices that exist on the original version are reproduced on the back-up copies. The Ordering Activity shall maintain accurate records detailing the location of all original versions and back-up copies of Licensed Software.

10. Proprietary Information

Proprietary information constitutes work protected by state, federal and international laws applicable to proprietary rights and intellectual property rights. The Ordering Activity agrees that such property is owned exclusively by ViON, its suppliers or licensors and not take any action that may jeopardize any right, title, interest that ViON, its suppliers or licensors may have in the property including, but not limited to, the removal or defacing of any notice, statement or legend that appears on any Proprietary Information. Except as expressly provided herein the Ordering Activity shall not acquire any right, title or interest in or to any Proprietary Information and shall, upon request, promptly return any diagnostic and/or Service Related Material plus any copies.

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 Services within the scope of this Information Technology Schedule.
- b. ViON shall provide services at its facility and/or at the ordering activity location, as agreed to by ViON and the ordering activity.

2. Performance Incentives:

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

3. Order:

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

4. Performance of Services:

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

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

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

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Ordering Activity 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 ViON, require ViON 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 ViON, 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, ViON 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 ViON, 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 Ordering Activity, 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, ViON 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 ViON's cost properly allocable to, the performance of any part of this contract; and

(2) ViON 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 Ordering Activity, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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

6. Inspection of Services:

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

7. Responsibilities of ViON:

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

8. Responsibilities of the Ordering Activity:

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

9. Independent Contractor:

All IT Services performed by ViON 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 Conflict 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 ViON, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving ViON, any entity into or with which ViON subsequently merges or affiliates, or any other successor or assignee of ViON.

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 ViON and its affiliates, may either (i) result in an unfair competitive advantage to ViON or its affiliates or (ii) impair ViON’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 ViON, 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:

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

13. Resumes:

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

14. Incidental Support Costs:

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

15. Approval of Subcontracts:

The ordering activity may require that ViON 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 Services and Pricing:

a. ViON shall provide a description of each type of IT Service offered under Special Item Number 132-51. IT Services should be presented in the same manner as ViON sells to its commercial and other ordering activity customers. If ViON is proposing hourly

rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Services shall be in accordance with ViON's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

c. ViON's technical personnel will be available to assist the Ordering Activity in the implementation, review, and improvement of existing data processing systems and to assist in programming development and implementation of new systems. ViON provides customers with an array of technical services to customize total system solutions to their requirements

#### 17. Additional Terms and Conditions

a. The Ordering Activity's order shall contain a detailed description of the specific effort, the duration of service, the location of performance (Ordering Activity or ViON site), and the requested dates of performance.

b. For employees classified as "exempt," all hours in excess of 40 hours per week will be charged at the hourly rate.

c. For employees classified as "non-exempt," all hours in excess of 40 hours per week will be charged at the basic rate plus 50 percent.

d. Should personnel performing hereunder become unavailable for continuing performance, ViON will provide a suitable substitute. Performance will be subject to time off for vacation, in accordance with ViON policy, on a mutually agreeable schedule, and to time off for sick leave and Ordering Activity holidays.

e. The rates listed in SIN 132-51 are for tasks of a "general" nature, which is defined as a level of best effort by a competent individual in accordance with ViON job classifications corresponding to the indicated support category. Services will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday (with one hour for lunch), excluding Ordering Activity holidays. Services outside of this time frame are available subject to mutually agreeable surcharges.

h. Travel time and expenses to include G&A will be billed according to the then-current Federal Travel Regulations, or the Joint Travel Regulations, whichever is applicable. All requested travel between Ordering Activity sites will be chargeable.

i. If the Ordering Activity requires on-site support, ViON will provide such support provided that work facilities made available to ViON personnel are at least equal to the facilities that the Ordering Activity provides to its own personnel of comparable experience, expertise, ability, and position or status who are performing similar work. These facilities include all of the equipment necessary to make employees productive and the work environment safe.

j. Service is subject to the availability of qualified personnel. Contact your ViON sales representative for assistance

k. This ViON GSA IT Schedule includes the following clauses:

FAR 52.222-41 Service Contract Act of 1965, as Amended

FAR 52.222-43 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts)

FAR 52.222-44 Fair Labor Standards Act and Service Contract Act--Price Adjustment

Please be advised that all non-exempt labor categories contained in Special Item Number (SIN) 132-51 of this contract is subject to the Service Contract Act of 1965, as Amended. The prices for non-exempt labor categories shall be subject to price adjustment in accordance with FAR 52.222-43 or FAR 52.222-44 to the extent required for compliance with any wage determination issued by the Department of Labor and applied to the contract or to any particular purchase order issued under the contract by a duly authorized contracting officer.

**See ViON's entire currently award price list at GSA Advantage:**

<https://www.gsaadvantage.gov/advantage/s/search.do?searchType=1&q=19%3A5GS-35F-0739M>