



**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsadvantage.gov>

SCHEDULE TITLE: 70: General Purpose Commercial Information Technology Equipment, Software, and Services

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

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER: 132-51 Information Technology Professional Services

FSC/PSC Class D301 IT AND TELECOM- FACILITY OPERATION AND MAINTENANCE

- Facility Management FSC/PSC Class D302 IT AND TELECOM- SYSTEMS DEVELOPMENT
- Systems Development Services FSC/PSC Class D306 IT AND TELECOM- SYSTEMS ANALYSIS
- Systems Analysis Services FSC/PSC Class D307 IT AND TELECOM- IT STRATEGY AND ARCHITECTURE
- Automated Information Systems Services FSC/PSC Class D308 IT AND TELECOM- PROGRAMMING
- Programming Services FSC/PSC Class D310 IT AND TELECOM- CYBER SECURITY AND DATA BACKUP
- Backup and Security Services FSC/PSC Class D311 IT AND TELECOM- DATA CONVERSION
- Data Conversion Services FSC/PSC Class D313 IT AND TELECOM- COMPUTER AIDED DESIGN/COMPUTER AIDED MANUFACTURING (CAD/CAM)
- Computer Aided Design Services
- Computer Aided Manufacturing Services FSC/PSC Class D316 IT AND TELECOM- TELECOMMUNICATIONS NETWORK MANAGEMENT
- IT Network Management Services FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION
- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services FCIS-JB-980001-B Refresh: 35 Part I - GOODS & SERVICES Page: 17
- Creation/Retrieval of IT Related Automated News Services FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- Other Information Technology Services, Not Elsewhere Classified

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

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

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

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

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

CONTRACT NUMBER GS-35F-114BA

CONTRACT PERIOD: December 13, 2013- December 12, 2018

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: Accelerated Technology Laboratories, Inc.
496 Holly Grove School Road
West End, NC 27376
Phone: 910.673.8165
Fax: 910.673.8166
E-mail: rspence@secure-innovations.net
Web: www.secure-innovations.net

CONTRACTOR'S ADMINISTRATION SOURCE: Thomas McLean | 910.673.8165 | tmclean@atlab.com

BUSINESS SIZE: Small

Socioeconomic Indicators: Woman Owned

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
132 51	Information Technology Professional Services
132 50	Training Course
132 34	Maintenance of Software as a Service

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL</u>	<u>PRICE</u>
132 51	Cyber Security Engineer I	\$87.93 Per Hour

1c. HOURLY RATES: (Services Only)
Please see page 4 for all services offered.

2. MAXIMUM ORDER*: The maximum order for SIN 132 51 is \$500,000 per order

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. MINIMUM ORDER: None

4. GEOGRAPHIC COVERAGE: 50 States

5. POINT(S) OF PRODUCTION: US

6. DISCOUNT FROM LIST PRICES:

7. QUANTITY DISCOUNT(S): 1% Additional Discount for orders over \$500,000

8. PROMPT PAYMENT TERMS: 2% 10 Days, Net 30

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A for Services

11a. TIME OF DELIVERY: As agreed to at the Task Order Level

11b. EXPEDITED DELIVERY: As agreed to at the Task Order Level

11c. OVERNIGHT AND 2-DAY DELIVERY: As agreed to at the Task Order Level

11d. URGENT REQUIRMENTS: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: As agreed to at the Task Order Level

13a. ORDERING ADDRESS: same

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty

16. EXPORT PACKING CHARGES: None

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level may be inserted by contractor)

- 18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
- 19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. **Section 508 Compliance for EIT:** as applicable
- 25. **DUNS NUMBER:** 945993509
- 26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:**
Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

TERMS AND CONDITIONS

Customer orders and ATL agrees to furnish the Equipment, Software and Services in accordance with the terms of this Agreement. This Agreement supersedes the terms and conditions of any purchase documents submitted by the Customer. **1. EQUIPMENT**

Customer agrees: (i) that any problem with the Equipment shall be the responsibility of its manufacturer; (ii) not to hold ATL or its representatives liable for any problem such problem with any Equipment; (iii) to provide reasonable access for installation of the Equipment, and use the Equipment in a manner consistent with the recommendations of the manufacturer; (iv) to execute all documents as may be reasonably requested by the manufacturer in connection with the purchase of Equipment; (v) not to relocate the Equipment to a different address, site or laboratory without the prior written consent of ATL. **2. SOFTWARE** (a) Provided Customer makes full and complete payment(s) to ATL as described in Section 5 below. ATL grants to customer a non-transferable, non-exclusive, limited license: (i) for its employees and agents to use the Software in a machine-readable form on the Equipment or

other computer hardware approved by ATL and at the site specified in this Agreement solely for the Customer's internal business purposes and (ii) to make up to two backup copies of machine readable code portions of the Software and printed listings thereof, for backup or archival purposes only, which copies shall be subject in all respects to the terms and conditions hereof.

(b) Customer agrees and understands: (i) that no title to the Software, its copies or to its intellectual property is transferred to Customer (ii) that the Software is derived in part and may contain portions of software code proprietary to others; (iii) that it shall not disassemble or decompile the Software; and (iv) that it shall not publish any results of benchmark tests run on the Software.

(c) Customer shall have no rights to any modifications, enhancements or extensions with respect to the Software.

(d) If the Equipment is not operative, Customer may transfer to and use the Software on other, approved equipment at the Designated Site, provided Customer informs ATL of such transfer in writing.

(e) The Software is not specifically developed, manufactured or licensed for use in the planning, construction, maintenance, operation or use in any nuclear capacity or for the flight, navigation, or communication of aircraft or ground support equipment.

(f) Upon any termination of the license granted under this Agreement, Customer shall immediately cease use of the Software, and either deliver to ATL the Software and all copies of the Software, and all documentation containing the Software and other proprietary information, or destroy such materials on the instruction of ATL.

(g) Customer shall display all proprietary and copyright notices and legends to the extent and in the manner specified by ATL.

(h) Customer is aware that in the event Customer fails to pay all amounts due to ATL in accordance with the terms and conditions of this Agreement, the software provided to the Customer by ATL will be disabled so as to

Signature _____ Print Name _____ Date _____

Leaders in Laboratory Information Management System 2 Revision Date Code: 37502

prevent the automatic generation of reports. In the event that the Software is disabled in this manner, Customer should contact ATL immediately. CUSTOMER ACKNOWLEDGES AND AGREES THAT ATL SHALL NOT BE LIABLE FOR ANY LOSSES OF TIME OR DATA, OR FOR ANY OTHER DAMAGES THAT MAY RESULT IN ANY WAY FROM THE DISABLING OF THE SOFTWARE PURSUANT TO THIS SECTION.

3. SERVICES

In the performance of Services specified in this Agreement, ATL and any agent or employee of ATL, is acting as an independent contractor, and not as an employee, of Customer.

4. PROPRIETARY INFORMATION
Customer shall hold in confidence, and make reasonable efforts to ensure that its employees and agents also hold in confidence all technical, business or financial information of ATL and shall not disclose such information except upon written authorization of ATL.

5. PAYMENT AND SHIPMENT

Invoices shall be due and payable prior to the date of installation in accordance to the terms stated in this Agreement, unless otherwise specified by ATL. Amounts unpaid when due shall accrue late charges of 1.5% per month or, if lower, the maximum rate allowed by law. All shipments shall be FOB ATL's place of business, and all shipping charges and insurance costs will be paid by the Customer. ATL shall have a security interest in any Equipment purchased hereunder until payment in full and Customer will cooperate fully in further evidencing and perfecting such interest. All delivery dates specified by ATL are estimates only and shall not be binding. Equipment modified by ATL to meet safety concerns or government standards shall be deemed conforming.

6. WARRANTIES AND LIABILITY (a) ATL warrants that the Software media and associated documentation shall be free from defects in materials and workmanship for a period of ninety (90) days following date of delivery of such items (the "Warranty Period"). ATL agrees to replace or repair any such media or documentation which is found defective during the Warranty Period provided Customer notifies ATL during the Warranty Period or within ten (10) days thereafter.

(b) ATL does not, however, warrant that (i) operation of the software shall be uninterrupted or error-free, or (ii) Software functions shall operate in all combinations selected by Customer.

(c) THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) FOR THE EQUIPMENT, SOFTWARE OR SERVICES, NO THIRD PARTY SUPPLIER OF SOFTWARE WARRANTS THE SOFTWARE OR ASSUME ANY LIABILITY FOR ANY DAMAGES SUFFERED OR INCURRED BY CUSTOMER.

(d) IN NO EVENT WILL ATL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR DAMAGES IN EXCESS OF THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

7. MISCELLANEOUS (a) ATL agrees to use reasonable commercial efforts to provide Equipment, Software and Services described in this

Agreement, provided, however, ATL is not responsible for the success or failure of the application performed by, or the conclusions drawn from, the use of the Equipment, Software, or Services by the

Signature _____ Print Name _____ Date _____

Leaders in Laboratory Information Management System 3 Revision Date Code: 37502

Customer or any other party. Under no circumstances shall ATL be required to provide any Equipment, Software or Services creating or having functionality not expressly described in writing(s) provided by Customer to ATL prior to the effective date of this Agreement or any relevant Amendment thereto.

(b) ATL agrees to provide problem reporting procedures to Customer for reporting Software "bugs", malfunctions, programming errors and related problems. Upon notification of any "bug" in the Software pursuant to the procedures set forth by ATL, ATL will investigate and if able to verify and reproduce the bug, use reasonable commercial efforts to correct such "bug" or create a work around.

(c) Subject to Section 6(b) above, ATL shall indemnify Customer against costs and damages arising from claims of infringement of any U.S. patent or copyright resulting from the use of Software within the scope of the license, provided ATL is (i) promptly notified of all such claims; (ii) given sole control of any litigation or settlement, and provided further that the Customer shall provide all available assistance to enable ATL to defend or settle any such claims or proceedings. The foregoing obligation of ATL does not apply with respect to Software: (A) not developed and produced by ATL; (B) made in whole or in part in accordance to Customer's specifications; (C) which was modified by a party other than ATL after shipment by ATL; (D) combined with other products where the alleged infringement relates to such combination or otherwise would not have occurred but for the combination; or (E) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would avoid the alleged infringement. Customer will indemnify ATL for any liability, cost, expense and attorney's fees incurred in connection with a claim for infringement with respect to software, products or equipment: (F) not developed and produced by ATL; (G) made in whole or part in accordance to Customer's specifications; (H) which, if provided by ATL, was thereafter modified by a party other than ATL; (I) that combines ATL products with other products where the alleged infringement relates to such combination or otherwise would not have occurred but for the combination; or (J) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would avoid the alleged infringement.

(d) Customer agrees to comply with all applicable regulations of the U.S. Department of Commerce and the U.S. Export Administration with respect to the Equipment and Software.

(e) The rights or obligations stated herein shall not be assignable or transferable in whole or in part by Customer without the prior written consent of ATL, and any attempt to do so shall be null and void.

(f) ATL may terminate this Agreement and all licenses and rights granted hereunder if Customer fails to comply with any term or condition stated herein.

(g) In the event any legal action is initiated to enforce any provision of this Agreement, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs incurred in connection with such action. North Carolina law shall govern in this Agreement and the sole venues for any action arising out of or relating to this agreement shall be in Moore County, North Carolina or Guilford County, North Carolina.

(h) These terms may be waived or amended only by a writing signed by the parties. Failure or delay in asserting a claim hereunder shall not be deemed a waiver thereof and no waiver with respect to a particular instance shall be deemed to waive generally the applicable right. Section headings are for convenience only and shall not affect interpretation. Notices shall be in writing, and sent by registered or certified mail.

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

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 910-673-8165 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am to 5pm EST.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or 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 term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

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

9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

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

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND IDENTITY ACCESS MANAGEMENT PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-60F)

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

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

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

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS ̄COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I ̄OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

Services Offered:

Service	Unit	GSA Price with IFF
ATL NPDES DMR Package SM-NPDES	Each	\$6,677.85
BOD Calculator SM-BOD-1	Each	\$568.02
iMobile (includes hardware) SM-IM-CU	Each	\$1,718.39
Instrument Integration: Parsers (Uni-directional) SM-II-13-U	Each	\$811.46
Instrument Integration: Parsers (Bi-directional) SM-II-14-B	Each	\$1,622.92
On-site Instrument Integration & Parser Training ** SM-ON-II	Per day	\$2,360.87
On-site Installation ** SM-ON-IN	Per day	\$2,360.87
On-site Training ** SM-ON-TR	Per day	\$2,360.87
Data Migration SM-DM-1	Per hour	\$214.80
Customization SM-CU-2	Per hour	\$214.80
On-site LIMS Needs Assessment SM-ON-NA	Per day	\$2,360.87
Web Portal/ Result Point TI-RP-UL	Per Web Portal	\$43,909.58
ATL NPDES DMR Package TI-NPDES	Per Package	\$6,677.85
BOD Calculator TI-BOD-1	Each	\$568.02

TITAN iMobile (includes hardware) TI-IM-TI	Each	\$1,718.39
Instrument Integration (Uni-directional) TI-II-13-U	Each	\$811.46
Instrument integration (Bi-directional) Ti-II-14-B	Each	\$1,622.92
On-site Instrument Integration & Parser Training ** TI-ON-II	Per day	\$2,360.87
On-site Installation** TI-S-ON-IN	Per day	\$2,360.87
On-site Training** TI-S-ON-TR	Per day	\$2,360.87
Data Migration TI-DM-1	Per hour	\$214.80
Customization TI-CU-2	Per hour	\$214.80
Installation/ LIMS –Needs Assessment TI-ON-NA	Per day	\$2,360.87
SeqNFind Workstation (4 GPUs) Nvidia GPUs SF-W-131	Researcher	\$94,511.34
SeqNFind Cluster (Cost per node) 2 GPUs - scalable SF-C-13N	Institution	\$94,511.34
Access to SeqNFind Server SF-Cloud SeqNFind –Installation ** SF-ON-IN	8 Hours	\$954.66
SeqNFind–Training ** SF-ON-TR	Per day	\$2,360.87
SeqNFind Expert Bioinformatics Consultation SF-CON	Per day	\$2,360.87
Support Services ATL Platinum Support SU-PL-1	Per hour	33.16% of software list price divided by .9925
Support Services ATL Gold Support SU-GO-2	Each	17.05% of software list price divided by .9925

Support Services ATL Silver Support SU-SI-3	Each	9.48% of software list price divided by .9926
Support Services ATL Bronze Support SU-BR-4	Each	4.74% of software list price divided by .9927