

# PRICE LIST

## GSA Schedule 70

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT,  
SOFTWARE, AND SERVICES



***Advent Business Company, Inc.***

*Experts in Cloud Computing and System Integration*

Attn: Jyoti Gupta, Business Development Director

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630-904-2069 (Phone)

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## Contract Holder

### Schedule 70

### Contact Number **GS-35F-286AA**

SIN 132-51 Information Technology Professional Services

SIN 132-52 Electronic Commerce and Subscription Services

SIN 132-32 Term Software License

SIN 132-33 Perpetual Software License

SIN 132-34 Maintenance of Software as a Service

March 25, 2013 – March 25, 2018

8(a) Certified

CMMI ML3 Appraised

Small Disadvantaged Business (SDB)

Certified Minority Owned Business (MBE)

ISO 9001:2008 Certified, ISO 2000:2011 & ISO 27001:2013 Compliant



## TABLE OF CONENTS

<u>Section</u>	<u>Page</u>
Company Overview .....	4
Labor Rates .....	6
Labor Category Discriptions.....	9
Junior Software Developer .....	9
Senior Software Developer.....	9
Functional Analyst .....	9
Program Manager .....	10
Project Manager.....	10
Principal Engineer .....	10
Administrator .....	10
Information For Ordering Activities .....	12
Terms and Conditions Applicable to SIN 132-51 .....	19
Terms and Conditions Applicable to SINS C132-32, C132-33 and C132-52.....	22
USA Commitment to Promote Small Business Participation Procurement Programs .....	25
Best Value Blanket Purchase Agreement.....	26
Federal Supply Schedule .....	26
Basic Guidelines For Using Contractor Team Arrangements.....	28
How to Buy from Advent Business Company, Inc. Under GSA Schedule 70.....	29
Quality Program .....	30



## COMPANY OVERVIEW

### Value Proposition to Federal Agencies

- Able to convert legacy systems to cloud computing services (Service Enablement)
  - Save our clients up to 70% from rebuilding a new system
  - Enhances systems support and provide SLA performance monitoring capabilities
- Provide support to Federal agencies to plan and manage large, complex systems integration projects
- Provide an independent risk assessment of major IT projects
- Help reduce systems costs by up to 30 %

### Core Services

- Cloud Computing
  - SaaS (service enablements)
  - PaaS
  - IaaS
- Systems Integration
  - Tibco
  - IBM MQ
  - SAP PI
  - OFM

### Key NAICS Codes

- 541511 Computer Programming Services (Primary)
- 511210 Software Publishers
- 518210 Data Processing, Hosting, and Related Services
- 519130 Internet Publishing and Broadcasting
- 519190 All Other Information Services
- 541330 Engineering Services
- 541512 Computer Systems Design Services
- 541513 Computer Facilities Management Services
- 541519 Other Computer Related Services
- 541611 Administrative Management and General Management Consulting Services
- 541618 Other Management Consulting Services
- 541712 Research and Development in the Physical, Engineering, and Life Sciences

### Why We're Different

- **Past Performance:** D&B Open Rating Score of 91%
- **Maturity:** CMMI Maturity Level 3
- **Special Training:** Our staff has PMP, CSM, ITIL Certifications
- **Quality:** ISO 9001:2008 Certified and ISO 20000:2011, ISO 27001:2013 Compliant
- **Global Perspective:** We have experience working with global partners

### DUNS Number

96-248-0807

## **COMPANY OVERVIEW**

Continued...

### **Contract Vehicles**

- SBA 8(a) Set-Aside
- GSA-70 Delivery / Task Order (Contract No. GS-35F-286AA)
- Purchase Order
- Definitive Contract
- ID-IQ Contract
- P-Card (Credit Card)
- Subcontract
- Seaport-e

### **Clients**

- Department of the Navy
- Illinois State- Springfield, IL
- PepsiCo – Plano, TX
- T Mobile – Atlanta, GA
- Reliant Energy – Huston, TX
- AC Nielsen – Schaumburg, IL
- Allstate Insurance – Northbrook, IL
- Copart – Dallas, TX

### **Quick Facts**

- SBA Certified 8(a)/SDB
- Illinois State Corporation (BEP/MBE Certified)
- CMMI Maturity Level 3
- ISO 9001:2008 Certified
- ISO 20000 and ISO 27001 Compliant
- D&B Open Rating Score : 91%
- Secret Security Clearance
- National Stock Number (NSN) 4920-01-152-1357

### **Supplier Diversity**

- 8(a) Certified
- Small Disadvantaged Business (SDB)
- MBE – State of Illinois (BEP)



**Advent Business Company, Inc.**  
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GSA Schedule 70

**Labor Rates**

Service Proposed	Labor Rates
Program Manager	\$ 177.73
Project Manager	\$ 157.98
Principal Engineer	\$ 177.73
Administrator	\$ 129.35
Jr. Software Developer	\$ 116.71
Functional Analyst	\$ 129.35
Sr. Software Developer	\$ 177.73



**Contract Holder**

**Schedule 70**

**Contact Number GS-35F-286AA**

- SIN 132-51 IT Professional Services
  - SIN 132 52 Electronic Commerce Services
  - SIN 132 32 Term Software License
  - SIN 132 33 Perpetual Software License
  - SIN 132 34 Maintenance of Software as a Service
- March 25, 2013 – March 25, 2018

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**8(a) Certified**  
**CMMI ML 3 Appriased**  
**ISO 9001:2008 Certified**  
**Small Disadvantaged Business (SDB)**  
**Certified Minority Owned Business (MBE)**

SIN #	Manu- facturer	MFR Part #	Product Name/ Description	GSA Price	Country of Origin	Warranty
132 32 132 52	Sparkweave	Mailweave	Mailweave enhances business email by offering users the ability to selectively send secure email and receive secure email messages from within Microsoft Outlook or through a secure “web mail” interface that’s accessible from the Sparkweave secure web portal. Monthly Price per User (Min 15 users)	71.784	USA	Terms of Service
132 32 132 52	Sparkweave	Fileweave	Any file size transfer Fileweave is a managed file transfer solution that provides a reliable and easy-to-use way for your users to securely send and receive files and documents of any size, without requiring any change to their accustomed business processes and workflows. In addition, Fileweave helps companies comply with data security and privacy laws and regulations and is the ideal product for FTP replacement and switching from other insecure homegrown file transfer solutions. Monthly Price per User (Min 15 users)	71.784	USA	Terms of Service
132 32 132 52	Sparkweave	Syncweave	File/folder sharing & syncing Syncweave provides business users a secure collaborative way to store and share files and folders with others across the Internet using file synchronization. Syncweave integrates with Sparkweave’s virtualized storage and streaming platform that is hardware agnostic, elastic, and can be easily scaled on-premise with commodity data center gear, or can be hosted with an IaaS Provider. Monthly Price per User (Min 15 users)	71.784	USA	Terms of Service
132 33	Sparkweave	Mailweave	Mailweave enhances business email by offering users the ability to selectively send secure email and receive secure email messages from within Microsoft Outlook or through a secure “web mail” interface that’s accessible from the Sparkweave secure web portal. Perpetual Licensing per User (Min 15 users, 20% extra for annual maintenance and support)	143.569	USA	Terms of Service

SIN #	Manu- facturer	MFR Part #	Product Name/ Description	GSA Price	Country of Origin	Warranty
132 33	Sparkweave	Fileweave	Any file size transfer Fileweave is a managed file transfer solution that provides a reliable and easy-to-use way for your users to securely send and receive files and documents of any size, without requiring any change to their accustomed business processes and workflows. In addition, Fileweave helps companies comply with data security and privacy laws and regulations and is the ideal product for FTP replacement and switching from other insecure homegrown file transfer solutions. Perpetual Licensing per User (Min 15 users, 20% extra for annual maintenance and support)	143.569	USA	Terms of Service
132 33	Sparkweave	Syncweave	File/folder sharing & syncing Syncweave provides business users a secure collaborative way to store and share files and folders with others across the Internet using file synchronization. Syncweave integrates with Sparkweave's virtualized storage and streaming platform that is hardware agnostic, elastic, and can be easily scaled on-premise with commodity data center gear, or can be hosted with an IaaS Provider. Perpetual Licensing per User (Min 15 users, 20% extra for annual maintenance and support)	143.569	USA	Terms of Service



## LABOR CATEGORY DISCRPTIONS

### JUNIOR SOFTWARE DEVELOPER

**Minimum/General Experience:** Two years of software development experience plus five years experience in a related field.

**Functional Responsibility:** Independently develops and maintains software applications. Works on complex analytical and programming tasks, requiring knowledge of programming languages and data communications and general knowledge of business operations. Programming development duties with specified languages for analysis, design, implementation, quality assurance and support.

**Minimum Education:** A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. With a Master's Degree no experience required. With at least five years of specialized experience, a degree is not required.

### SENIOR SOFTWARE DEVELOPER

**Minimum/General Experience:** Four years of software development experience plus five years experience in a related field.

**Functional Responsibility:** Independently develops and maintains software applications. Works on complex analytical and programming tasks, requiring knowledge of programming languages and data communications and general knowledge of business operations. Programming development duties with specified languages for analysis, design, implementation, quality assurance and support.

**Minimum Education:** A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. With a Master's Degree no experience required. With at least eight years of specialized experience, a degree is not required.

### FUNCTIONAL ANALYST

**Minimum/General Experience:** Minimum 4 years experience in Information Technology in areas of analysis and design of business applications, use of programming languages and DBMS.

**Functional Responsibility:** Analyzes system requirements in accordance with design concept and standards, develops and reviews program documents to ensure adherence to requirements and progress in accordance with schedules. Coordinates with project manager to ensure problem resolution and user satisfaction. Makes recommendations, for approval of major systems installations. Prepares milestone status reports, delivers presentations on system concept.

**Minimum Education:** A bachelor's degree and 4 years related experience in Information Technology in areas of analysis and design of business applications, use of programming languages and DBMS.

## **PROGRAM MANAGER**

**Minimum/General Experience:** 5 years of software management experience plus 8 years experience in a related field.

**Functional Responsibility:** Serves as the Contractor's primary contract manager, and shall be the Contractor's authorized interface with the Government Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), government management personnel and customer agency representatives. Responsible for the overall Contract performance including subcontractors, which includes formulating and enforcing work standards, supervising contractor personnel and communicating policies, purposes and goals of the organization to subordinates. Relies on experience and judgment to accomplish goals. Typically reports to company CEO or senior executive.

**Minimum Education:** A bachelor's degree and at least 15 years of experience related to engineering or information system development. Requires at least 10 years of experience in managing contracts. Project Management Professional Certification preferred.

## **PROJECT MANAGER**

**Minimum/General Experience:** 2 years of software management experience plus five years experience in a related field.

**Functional Responsibility:** Responsible for the overall Contract performance, which includes formulating and enforcing work standards, supervising employees, communicating policies, project plans. Prepares and submits the Project Status Reports, Cost and Schedule Performance Indexes, Earned Value etc. Typically reports to company Program Manager or senior executive.

**Minimum Education:** A bachelor's degree and at least 5 years of experience related to engineering or information system development. Requires at least 3 years of experience in managing contracts. Project Management Professional Certification preferred.

## **PRINCIPAL ENGINEER**

**Minimum/General Experience:** 5 years of software design experience plus eight years experience in a related field.

**Functional Responsibility:** Solves complex technical problems. Performs professional work in advanced software development. Proficient in solving problems using software solutions.

**Minimum Education:** A bachelor's degree and at least 5 years of experience related to engineering or information system development. Requires at least 3 years of experience in designing software systems. Master degree or technological certificates are preferred.

## **ADMINISTRATOR**

**Minimum/General Experience:** 2 years of software management experience plus five years experience in a related field.

**Functional Responsibility:** Possesses in-depth knowledge of current system administrative tools to manage complex computer systems. Lead a team of system administrators to support information technology infrastructure and software projects. Requires strong problem solving, leadership and project management skill.

**Minimum Education:** A bachelor's degree and at least 2 years of experience related to engineering or information system development. Requires at least 3 years of experience in administrating software systems. Technological certificates are preferred.

AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

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

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

*FSC/PSC Class D302 IT AND TELECOM- SYSTEMS DEVELOPMENT*

*FSC/PSC Class D306 IT AND TELECOM- SYSTEMS ANALYSIS*

*FSC/PSC Class D307 IT AND TELECOM- IT STRATEGY AND ARCHITECTURE*

*FSC/PSC Class D308 IT AND TELECOM- PROGRAMMING*

*FSC/PSC Class D310 IT AND TELECOM- CYBER SECURITY AND DATA BACKUP*

*FSC/PSC Class D313 IT AND TELECOM- COMPUTER AIDED DESIGN/COMPUTER AIDED  
MANUFACTURING (CAD/CAM)*

*FSC/PSC Class D311 IT AND TELECOM- DATA CONVERSION*

*FSC/PSC Class D316 IT AND TELECOM- TELECOMMUNICATIONS NETWORK MANAGEMENT*

*FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION*

*FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS*

**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.



## INFORMATION FOR ORDERING ACTIVITIES

### APPLICABLE TO ALL SPECIAL ITEM NUMBERS

#### SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. 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 micropurchase 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.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

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

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

#### 1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

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#### 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Advent Business Company, Inc.  
896 S. Frontenac Street, Suite 104  
Aurora, IL, 60504-3163

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

T: 408-829-5596

F: 630-946-5852

**3. LIABILITY FOR INJURY OR DAMAGE**

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

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 962480807

Block 30: Type of Contractor – B

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - NO

Block 36: Contractor's Taxpayer Identification Number (TIN): **36-466 5321**

4a. CAGE Code: 627S4

4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	_____ Days <b>TBD @ Task Order Level</b>

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

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

- a. Prompt Payment: Net 30 Days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity none
- c. Dollar Volume none
- d. Government Educational Institutions Same
- e. Other none

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

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

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.00.

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:  
Special Item Number 132-51 - Information Technology 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 STANDARDS**

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

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

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition 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 2003)**

- a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the

Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**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 52.212-4)

**16. GSA ADVANTAGE!**

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

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

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

**17. PURCHASE OF OPEN MARKET ITEMS**

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

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

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

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

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

#### **19. OVERSEAS ACTIVITIES**

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

NOT OFFERED

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

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

The use of BPAs under any schedule contract to fill repetitive needs 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, DEINSTALLATION, REINSTALLATION**

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

to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

**23. SECTION 508 COMPLIANCE.**

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes   X    
No \_\_\_\_\_

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): [www.adventbusiness.com](http://www.adventbusiness.com)

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 the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

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

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

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

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

**26. SOFTWARE INTEROPERABILITY.**

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

**27. ADVANCE PAYMENTS**

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



## **TERMS AND CONDITIONS APPLICABLE TO SIN 132-51**

### **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT 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**

The Inspection of Services—Fixed Price (AUG 1996) (Deviation 1 – 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 (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

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

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

## **9. INDEPENDENT CONTRACTOR**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

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

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

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

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

**11. INVOICES**

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

**12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (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 (OCT 2008) (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.

**16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

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

SINs	Service Proposed	Prices offered to GSA (including
132 51	Program Manager	\$ 177.73
132 51	Project Manager	\$ 157.98
132 51	Principal Engineer	\$ 177.73
132 51	Administrator	\$ 129.35
132 51	Jr. Software Developer	\$ 116.71
132 51	Functional Analyst	\$ 129.35
132 51	Sr. Software Developer	\$ 177.73



## **TERMS AND CONDITIONS APPLICABLE TO SINS C132-32, C132-33 AND C132-52**

### **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 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. **Warranty and limitation of liability** – Advent warrants to customer that the software will perform in substantial accordance with the documentation for a period of sixty (60) days from the effective date (the “warranty period”). Advent does not, however, warrant that customer’s use of the software will be error-free or uninterrupted. If the software does not perform as warranted, Advent shall undertake to correct the software, or if the correction of the software is not reasonably possible, replace such software free of charge with conforming software. If neither of the foregoing is commercially practicable, Advent shall terminate this agreement with respect to the non-conforming program or programs and refund the monies paid by customer attributable to such non-conforming program or programs. The foregoing are customer’s sole and exclusive remedies for breach of warranty. The warranty set forth above is made to and for the benefit of customer and will be enforceable against Advent only if: the software has been properly installed and has been used at all times in accordance with the instructions for such use; and customer has not made or caused to be made modifications, alterations or additions to the software that cause it to deviate from the documentation.

Disclaimer of warranty - except as set forth above, Advent disclaims all warranties, express, implied or statutory, including without limitation the implied warranties of non-infringement, title, merchantability or fitness for a particular purpose (even if Advent had been informed of such purpose), or any warranties arising from course of dealing, course of performance, or usage of trade. Customer hereby acknowledges and agrees that in each jurisdiction in which any such disclaimer is unenforceable, the duration of any such implied warranties is limited to sixty (60) days from the date customer first installed the software on customer's computer; provided, however, that customer's sole remedy shall in any case be that [licensor] will, at its option, repair or replace customer's copy of the software, or terminate this license agreement and refund amounts already paid therefore by customer.

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 630-904-2069 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00am EST to 5:00pm EST.

### **4. MAINTENANCE OF SOFTWARE (SIN C132-34)**

a. Maintenance of Software as it is defined as:

- Software Maintenance as a Product

Maintenance of Software as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Maintenance of Software as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered maintenance of software as a service.

- 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 C132-32, C132-33, C132-52) and MAINTENANCE ( SIN C132-34)**

- 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. UTILIZATION LIMITATIONS - (SINs C132-32, C132-33 and C132-52)**

- 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) The ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **7. SOFTWARE CONVERSIONS - (SIN C132-32, C132-33 AND SIN C132-52)**

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 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 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.

## **8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

## **9. RIGHT TO COPY PRICING**

Not Offered



## **USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS**

### PREAMBLE

Advent Business Company Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and minority owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

**Rajesh Gupta, President**  
[Rajesh@AdventBusiness.com](mailto:Rajesh@AdventBusiness.com)

P: 630-904-2069

F: 630-946-5852



**BEST VALUE BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)

\_\_\_\_\_.

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

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

Signatures

\_\_\_\_\_  
Ordering Activity                      Date

\_\_\_\_\_  
Contractor                              Date

**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____

(2) Delivery:  
DESTINATION

_____	DELIVERY SCHEDULES / DATES
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

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

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

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

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

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



## **BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS**

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.



## HOW TO BUY FROM ADVENT BUSINESS COMPANY, INC. UNDER GSA SCHEDULE 70



Below is a summary of how to order from us.

1. For orders up to \$3,000: Develop a **Statement of Work (SOW)** and have your procurement office place the order directly with Advent.
2. For orders over \$3,000 but less than \$500,000: Develop a performance-based SOW, have your procurement office place the order directly with Advent based on GSA schedule rate.
3. For orders over \$500,000: Follow the procedures as per #2 above but seek additional quotes.
4. Blanket Purchase Agreement (BPA). In order to further decrease costs, reduce paperwork, and save time, access Advent directly by establishing a Blanket Purchase Agreement.

Reference: FAR Subpart 8.4, Federal Supply Schedule.



## QUALITY PROGRAM

Advent Business Company, Inc. uses a Quality Management System Manual (QMS) that helps ensure our services and work products are ISO 9001:2008 compliant.

Below are the key steps used in our quality process for the GSA and Federal clients.

### QUALITY PROCESSES STEPS AND DESCRIPTION

Process	Description
IT Policy and Planning	<p>Advent uses the following methods to ensure that it minimizes development efforts and meet scheduled dates:</p> <ol style="list-style-type: none"><li><b>1. Work Breakdown Structure:</b> Break the requirement into <b>WORK</b> packages so that it can be priced and managed as separate work units. This ensures accountability for the results, and helps ensure that all Process are identified and tracked. The WBS processes achieve a 0% defect rate, and on-time contract delivery.</li><li><b>2. Project Management Software:</b> Use advanced software, such as Microsoft Project, to track all WBS elements, which allows up to 10000 WBS items per project and helps to identify the critical path to ensure that no schedule slippages occurs. This software also supports cost tracking to ensure all WBS task items are accomplished on time and within budget. In addition, this allows “what if” analysis and cost/schedule impact to changes.</li><li><b>3. Project Manager:</b> Assign a full-time Project Manager to ensure all costs are managed and burn rate of hours is within acceptable parameters. The Project Manager also monitors progress to look for any early signs of cost overrun and schedule slippage.</li><li><b>4. Concurrency:</b> Schedule work in parallel to group similar tasks to reduce travel time and cost, and to maximize the use of our resources. This also reduces the overall project development time. Target to save up to 20 % using concurrency.</li><li><b>5. Value Engineering:</b> Constantly looks for ways to save cost through value engineering throughout each project. This includes simplifying processes, developing shared data platforms, eliminating non-value added work, and maximizing existing software utilization to reduce development costs.</li><li><b>6. Quality Controls:</b> Follows ISO 9001:2008 processes to make sure it does not miss any points of failure. They were migrated and deployed to Prod without any code changes from the QA and UAT environments.</li></ol> <p><b>Summary:</b> Advent will use all of the above tools to maximize value and to ensure we stay within the budgeted cost with our customers. Advent has always been within the promised Cost and Schedule estimates.</p>

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Configuration Management	<p>Project/Program Managers (PM) should follow following Configuration Management Processes -</p> <p>Before making any changes, first ensure that the change is warranted, along with its primary impact analysis, by running the change to the configuration management committee.</p> <p>Once a Change Request (CR) is examined and approved, perform a more detailed impact analysis, formulate backup plan or rollback strategy, finalize stakeholder's communication plan based on RACI chart, and then establish the window for change, such that it will not impact any end user.</p> <p>The rollback strategy should include a sequence of events in case the desired outcome of the configuration changes is not confirmed via a "smoke" test. During configuration changes, logs for each change is maintained and recorded, along with the CR.</p> <p>By using above Configuration Management approach, 100% success rate with configuration changes and zero complaint from any of our clients, management, or end-users should be achieved.</p>
Quality Assurance	<p>Follow quality assurance processes defined processes specified for Software Engineering Institute (SEI) Capability Maturity Model Integrated (CMMI) Level 3 as elaborated below:</p> <p>Establish a QA Program:</p> <p>Advent's Project Manager, along with Advent's Quality Manager, should define the QA plan for its scope, schedule, and environments where the system will be tested, and develops the communication plan for any non-compliance reporting.</p> <p>The scope will include functional testing, integration testing, load testing, performance testing, brake testing, design reviews, and peer code reviews.</p> <p>Using peer code reviews, reduce the dependency on a developer and widen the knowledge base of the project to other fellow developers, which should eliminate issues with resource loss and should not experience any schedule slippage due to an unavoidable loss of resources.</p>
Work Break Down Structure & Performance-Based Management	<p>Break the requirement into <b>WORK</b> packages so that it can be priced and managed as separate work units. This ensures accountability for the results, and helps ensure that all tasks are identified and tracked. The WBS process help to achieve a low near 0% defect rate, and on-time contract delivery.</p> <p>Use advanced software, such as Microsoft Project, to track all WBS elements, which allows up to 10000 WBS items per project and helps to identify critical path to ensure that no schedule slippages occurs. This software also supports cost tracking to ensure all WBS tasks items are accomplished on time and within budget. In addition, this allows "what if" analysis and cost/schedule impact to changes.</p>

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Interoperability and Architecture Support	<p><b>Open OS Standards:</b> Use a common computing (virtualized) environment based on its cloud computing expertise and experience, wherever possible.</p> <p><b>Flexibility:</b> Make any executable code platform independent as a Simple Object Access Protocol (SOAP) service.</p> <p>To achieve this first add a layer on to the proprietary/platform- specific executables to make them compatible with the Service Oriented Architecture (SOA), and then utilize Java Message Service (JMS) for their implementation on Enterprise Service Bus (ESB). Keep the services independent so that they can be loosely coupled for flexible workflow and dynamic service orchestration at run-time.</p> <p><b>Leverage Existing Software:</b> Analyze the existing environmental assets of a client's organization to understand their access points, input/output data, and formatting requirements, and map them to a canonical data model (CDM) format so that they can be utilized by any other service, seamlessly, in a hub and spoke pattern. Using this approach cut down the cost up to 30 % by leveraging old executables.</p>
Software Releases Process	<p><b>Release Cycle Duration for Agile Projects:</b> Follow Agile software methodology for the projects that needs to follow an aggressive software development process. In addition, you can provide releases for each Sprint completion, which can be 4-5 weeks and can still follow all of the steps required for a typical Waterfall cycle.</p> <p><b>Release Cycle Conventional Projects:</b> For conventional projects, typically complete the whole project and deliver it in one Waterfall cycle so that time and effort for builds, migrations, regression testing, and deployment for iterative releases can be significantly reduced.</p> <p><b>Summary:</b> Be very flexible with release duration and price the effort based on the release cycle duration. You can also provide additional out-of-cycle releases for emergency releases for any production issues which cannot be resolved with configuration settings, workarounds, or minor patches based on the regression testing approved by Configuration Control Board and Functional Review Board. For any emergency release, utilize contingency buffer for cost and schedule, and manage to stay on track with project Cost and Schedule Performance Indexes. (CPI and SPI).</p>

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Interoperability and Architecture Support	<p><b>Requirement Gathering:</b> Prepare Use-Cases/User-Stories based on interviews of end-users/major stakeholders, and propose changes to business practices, processes, procedures, systems, and performance measures whenever you see some value proposition and room for improvement. Target to save up to 20% cost for the projects by providing new perspectives to customers' workflow and service orchestration approach.</p> <p><b>Environmental Analysis:</b> Perform analysis on existing or new software problems, along with user requested requirements and functionality. When necessary, analyze and refine Use Cases, Baseline Change Requests (BCR), and Software Problem Reports (SPR). Conduct Joint Application Development (JAD) sessions with clients' representatives. Target to achieve significant savings in cost and duration by leveraging the existing environmental assets with required refinements.</p> <p><b>Change Impact Analysis:</b> Examine the consequences of proposed changes and determine compatibility and technical impacts to existing and interfacing systems. Then provide estimates of computer resources, costs, and labor-hours required to implement the change. Further analyze and provide recommended changes to version documentation.</p> <p><b>Capacity Planning:</b> Provide more concrete estimates for hardware--CPU, RAM, and memory requirements for seamless scalability and high availability after the analysis.</p>
Design	<p><b>Overall Design:</b> Design software to meet the plans, specifications, and descriptions accepted by the client. Once the design is complete for a task, set up a design review walkthrough session with the Client's representative and, prior to moving it over to development, obtain a formal approval of design, including business rules.</p> <p><b>DataBase/Data Persistence Design:</b> Provide sustainment and configuration management of the Logical Data Model (LDM), system-centric Physical Data Model (PDM), and Data Dictionary for abbreviation utilization. Reference the client-provided Logical Data Model, the Data Dictionary, and cross reference data sources. Prior to establishing a system/service or interface, submit a proposed entities-relationship diagrams and schemas for client's review and approval.</p> <p><b>Cross Reference Maintenance:</b> Assist the client in the identification, creation, updates, deletion, and documentation of reference data on any cross reference failure at run-time, if requested and authorized by the client. Assist clients with their production defects, target to reduce transaction delays by 20%, by providing real-time e-mail alerts to their prod support with the exact cross-reference failure transaction detail. This enabled prod support to fix the cross reference data and replay the transactions, which greatly enhanced the user experience with the system.</p>

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Development	<p><b>Development:</b> Develop software to create new functionality, applications, and interfaces. Also develop software to enhance features and to improve performance or capabilities of an existing software system.</p> <p><b>Program Manager:</b> Advent Program Manager Office (PMO) should finalize the requirements that are officially included in the release, depending on the projects scope or size and based upon the client’s priorities. Advent uses PMO to create a Project Charter for each release, ensuring related releases share the available resources within the program to maximize its benefits, allowing Advent to stay focused on our organizational goals.</p> <p><b>Project Manager:</b> Assign a full-time Project Manager to ensure all costs are managed and burn rate of hours is within acceptable parameters. The Project Manager also monitors progress to look for any early signs of cost overrun and schedule slippage.</p> <p><b>Standards:</b> Advent’s senior architect would work with client’s Center of Excellence or Performance (CoE or CoP) to formulate the review criteria and prepare a bulleted checklist to ensure delivery of high quality code, which remains consistent and easily maintainable.</p> <p><b>Concurrency:</b> Schedule work in parallel to group similar tasks to reduce travel time and cost, and to maximize the use of our resources. This also reduces the overall project development time.</p> <p><b>Supervision:</b> Depending on the size of a project, Advent assigns Team Leads (TL). A TL normally oversees a team of 6-8 developers. They configure and maintain the development environment and validate it with the indented release platforms ensuring environment specific configuration variables are not making any cross connections with QA, UAT or PROD. The TL ensures that the coding standards are followed and developers complete the required unit tests before checking the code into the version control system’s repository.</p> <p><b>Peer Code Review:</b> The Advent’s TL assigns code to fellow developers for a Peer Code Review; this improves the domain knowledge of the team and reduces the dependency of a developer for the particular modules he or she develops. Once the work for a release is completed, TL labels the code and sets it ready for the release. This controls the issues related to build conflicts, code merging, and ensures smooth build release for migration and deployment.</p> <p><b>Summary:</b> Advent development teams have been regarded as the “Gold Team” with every client we have worked with, setting a standard for those clients, leaving a solid footprint for other development teams to follow.</p>

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Testing	<p><b>Follow the testing in 4 phases:</b></p> <ol style="list-style-type: none"> <li>1. <b>Development (DEV):</b> During the development phase, developers perform unit testing on their machines. During the integration phase, developers perform integration tests in DEV environment.</li> <li>2. <b>QA:</b> Once the code has been deployed to QA, the QA team performs functional test cases specified in the requirement document and logs defects for any failures. TL assigns the defects back to the developers, who then fix the code, perform unit and integration tests, and then send it back to QA for regression testing.</li> <li>3. <b>PERF:</b> In The performance testing environment (PERF) we deploy configured load testing tools for any number of users, to measure the performance on a given load and to confirm the Service Level Agreement (SLA).</li> <li>4. <b>UAT:</b> During the User Acceptance Testing (UAT) phase end users test the system to ensure that it works within expectations set forth in the requirements document. Once approved at this stage, the code is deployed to production.</li> </ol> <p>UAT, PERF, and PROD should use the exact same platform in order to avoid any platform specific issues on Go-Live.</p>
System Integration Support	<p>Advent understands that there is a concern regarding the proper configuration items of the intended operational systems. Advent will resolve the configuration during the Requirement Analysis Phase and Design Phase and will not advance beyond the DEV environment until it is required for higher environment deployment. Once we identify and list down the configuration items, we will use the following protocols to make sure that the integrity of the environment and configuration data remains uncompromised.</p> <p>Advent begins integration support during DEV and for all the subsequent environments. Advent does not allow developers to test integration from their machines for security reasons.</p> <p>Advent's TL owns the DEV environment and ensures all other environments (QA, PERF, UAT) remain isolated and without cross-connections. For each environment, TL works with their respective environment owners to make sure that there are common configuration parameters in use, which would compromise the integrity of the environment and data.</p> <p>For PROD migration and deployment, only a designated person will configure the items for migration and deployment.</p>
Provide What's New Document	<p>As a standard practice, Advent provides documentation for any new function, feature, or change that we perform at the closing phase of a release or a project.</p>