



GENERAL SERVICES ADMINISTRATION

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

FSC Group 70

Special Item Number 132-33 – Perpetual Software License

FSC/PSC Class 7030 ADP SOFTWARE

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP
EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT

Special Item Number 132-34 – Maintenance of Software as a Service

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP
EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT

Special Item Number 132-50 – Training Courses

FSC/PSC Class 7030 ADP SOFTWARE

Special Item Number 132-51 – Information Technology 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 D311 IT AND TELECOM- DATA CONVERSION

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

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

Contract number: GS-35F-433BA

Contract period: 07/10/2014-07/09/2019

Avatar Partners, Inc.

7491 Talbert Ave

Huntington Beach, CA, 92648

Phone: (714) 969-0573 Ext-7011

Fax: (714) 969-0522

www.avatarpartners.com

Business Type: Woman Owned Small Business

For more information on ordering from Federal Supply Schedules, visit the GSA website at <http://www.gsa.gov>, or click on the FSS Schedules button at <http://www.fss.gsa.gov>.

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

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INFORMATION FOR ORDERING ACTIVITIES

Special Notice to Agencies

Small Business Administration (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-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, (www.gsa.gov/fas) 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.

When Authorized Dealers are allowed by Avatar Partners to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

Contractor

Avatar Partners, Inc.
7491 Talbert Ave
Huntington Beach, CA, 92648
Telephone: 714-969-0573 Ext. 7012
FAX: 714-969-0522

Lowest Priced Model Number and Price For Each Sin

See attached pricelist

Hourly Rates (Services Only)

See attached pricelist

Maximum Order

The maximum dollar value per order will be \$500,000 (\$25,000 for SIN 132-50).

Minimum Order

The minimum dollar value of orders to be issued is \$100.

Geographic Scope of Contract

The geographic scope of this contract is CONUS.

Liability for Injury or Damage

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

The Special Item Numbers (SINs) supported under this contract are 132-33, 132-34, 132-50 and 132 51:

132 33 --- Perpetual Software License

132-34 --- Maintenance of Software as a Service

132-50 --- Training Courses

132-51 --- Information Technology Professional Services

FOB Point

Destination - CONUS.

Point of Production

Huntington Beach, CA

Time of Delivery

To be negotiated on a task order basis.

Expedited Delivery:

To be negotiated on a task order basis.

Overnight and 2-Day Delivery:

To be negotiated on a task order basis.

Urgent Requirements:

Please contact Avatar Partner's representative to effect a faster delivery.

Discount from List Prices:

132-51 - 1%

132-50 – 1%

132-33 – 3%

132-34 – 2%

Quantity Discounts:

132-50 – Qty of 10 – 3%

Prompt Payment Terms

Net 30

Foreign items

Not Applicable

Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

Yes

Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Yes

Ordering Address

Avatar Partners, Inc.
7491 Talbert
Huntington Beach, CA, 92648

Ordering Procedures

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

Payment Address

Avatar Partners, Inc.
7491 Talbert
Huntington Beach, CA, 92648

Warranty provision

30 day warranty

Statement concerning export packing charges

Not Applicable

Terms and conditions of Government purchase card acceptance

None

Terms and conditions of rental, maintenance, and repair

Not Applicable

Terms and conditions of installation

None

Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices

None

Terms and conditions for other services

Please see attached Terms & Conditions for each proposed SIN #.

List of service and distribution points

Avatar Partners, Inc.
7491 Talbert
Huntington Beach, CA, 92648

List of participating dealers

Not Applicable

Preventive maintenance

Yes

Special attributes such as environmental attributes

Not Applicable

Data Universal Number System (DUNS) number

158672688

CAGE Code

6WLY0

Notification regarding registration in Central Contractor Registration (CCR) database

Avatar Partners, Inc. has an active record in SAM

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 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. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. 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.

(a) Title. Avatar represents and warrants that it is the lawful owner or licensee of the Licensed Software and has the full right and authority to grant the licenses hereunder.

(b) Performance. For a period of thirty (30) days after shipment of the Licensed Software to licensee (the "Software Warranty Period"), Avatar warrants that the Licensed Software, when used as permitted under this Agreement and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation. Avatar does not warrant that licensee's use of the licensed Software will be error-free or uninterrupted . Avatar will, at its own expense and as its sole obligation and Licensee's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Licensed Software reported to Avatar by Licensee in writing during the Software Warranty Period. Any such error correction provided to licensee will not extend the original Software Warranty Period. Avatar's entire liability and licensee's exclusive remedy for breach of the warranty set forth in this subsection shall be, at Avatar's option, either (a) repair the Licensed Software or (b) replace the licensed Software. Usage upgrades (users, units, etc.) and/or product migrations do not receive a renewed warranty term.

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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (714) 969-0573 Ext.3 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 AM ET to 6 PM ET.

5. SOFTWARE MAINTENANCE

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

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance 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 are 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.

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

Software Maintenance as a product is billed at the time of purchase.

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.

6. 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.

7. 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 ___N/A___% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of ___N/A___* 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.

9. 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.

10. 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.

11. 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.

12. RIGHT-TO-COPY PRICING

Not Applicable

SINs 132-33 --- Perpetual Software License and 132-34 - Maintenance of Software as a Service					
SIN	Part Number	Name	Description	UOI	Rate with IFF
132-33	API-IETM-00001	IETM Complete Edition Plus	2000 page IETM with text and graphics including 5 training modules consisting of 15 slides each.	Perpetual License	\$ 601,009.07
132-33	API-IETM-00001I	IETM Complete Edition Plus: Installation	Installation: Includes Common Source Database Set Up, S1000D Database Business Rules, Help Key (F1) Mapping Functionality"	One time fee	\$296,019.57
132-34	API-IETM-00001M	IETM Complete Edition Plus: Maintenance	*Maintenance: Maintenance activity for IETM support regarding Corrective/Defect Reports. (CR/DR)	Annual Fee	\$102,919.25
132-33	API-IETM-00002	IETM Topic Module	500 page IETM with text and graphics including 2 training modules consisting of 15 slides each.	Perpetual License	\$291,137.80
132-33	API-IETM-00002I	IETM Topic Module: Installation	Installation: Includes Common Source Database Set Up, S1000D Database Business Rules, Help Key (F1) Mapping Functionality"	One time fee	\$145,568.41
132-34	API-IETM-00002M	IETM Topic Module: Maintenance	*Maintenance: Maintenance activity for IETM support regarding Corrective/Defect Reports. (CR/DR)	Annual Fee	\$25,729.81
132-33	API-IETM-00003	IETM Task Module	100 page IETM with text and graphics including 1 training module with 15 slides.	Perpetual License	\$145,568.41
132-33	API-IETM-00003I	IETM Task Module: Installation	Installation: Includes Common Source Database Set Up, S1000D Database Business Rules, Help Key (F1) Mapping Functionality"	One time fee	\$72,784.70
132-34	API-IETM-00003M	IETM Task Module: Maintenance	*Maintenance: Maintenance activity for IETM support regarding Corrective/Defect Reports. (CR/DR)	Annual Maintenance	\$5,145.37
132-33	API-IETM-00004	IETM Prototype Edition	50 page IETM with text and graphics.	Perpetual License	\$92,360.61
132-33	API-IETM-00004I	IETM Prototype Edition: Installation	Installation: Includes Common Source Database Set Up, S1000D Database Business Rules, Help Key (F1) Mapping Functionality"	One time fee	\$45,490.80
132-33	API-IETM-00005	IETM Update	Must have at least Task Module installed on system. 20 page IETM with text & graphics.	Perpetual License	\$7,058.28
132-33	API-IETM-00005I	IETM Update: Installation	Installation: Includes Common Source Database Set Up, S1000D Database Business Rules, Help Key (F1) Mapping Functionality"	One time fee	\$2,917.33

132-33	API-IETM-00006	LSL for JMPS MPE	Standard LSL for any platform. Includes MPE Installation Manual, OpNotes	Perpetual License	\$15,280.55
132-33	API-IETM-00006I	LSL for JMPS MPE: Installation	Installation: Includes Common Source Database Set Up, S1000D Database Business Rules, Help Key (F1) Mapping Functionality"	One time fee	\$1,697.62
*Maintenance can be billed monthly or quarterly in arrears.					

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

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.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by The Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

N/A

SIN 132-50 --- Training Courses								
API Part No.	SIN	Course	Description	Training Type	Course Length	Prerequisite	UOI	Rate with IFF
J-Course-00001	132-50	Computerized Instructional Content for the Joint Mission Planning System (JMPS)	5 Computer Based Lectures (50 Slides Each), Instructor Guides, Student Lesson Plans	On line, no student min/max	Self paced	None	Perpetual License	\$ 24,693.20
J-Course-00001I	132-33	JMPS Course Installation	Installation for Computerized Instructional Content for the Joint Mission Planning System (JMPS) Installation: Includes Common Source Database Set Up, S1000D Database Business Rules, Help Key (F1) Mapping Functionality"				One time fee	\$ 1,299.75

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

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

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM 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/IAM 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, minimum general experience and minimum education.

Please see the attached price list.

SIN 132-51 --- Professional Services					
API Order Number	Labor Category	Minimum General Experience	Minimum Education	Functional Responsibility	GSA Schedule Rate with IFF
API-Labor-00001	Program Manager (Level 7)	12 years.	MS / MA Degree	Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities. Must be capable of leading projects that involve the successful management of teams composed of engineers, IT, and management professionals who have been involved in analyzing, designing, developing, integrating, training, testing, documenting, implementing, and maintaining complex systems. 12 years general experience in managing complex engineering or technical efforts involving multiple facets of engineering disciplines, 8 years specialized of direct supervision of technical personnel involved in life-cycle management support of complex systems	\$ 239.40
API-Labor-00002	Program Manager (Level 5)	10 years	BA / BS Degree	Provides leadership for a group of employees. Forecasts budgets, employment levels, and performance metrics for project(s). Interfaces with the customer on high-level issues and business development opportunities. Conducts performance appraisals and participates fully in decisions related to employment. Counsels employees with regard to progressive discipline. May manage through subordinate supervisors or leads. Responsible for managing a large, complex program, or several smaller complex programs. Develops and monitors program objectives, budgets and schedules. Maintains the Project Authorization form and is responsible for all technical, contractual, administrative and financial aspects of the program. Directs staff to ensure completion of tasking on time and within budget. Has ultimate responsibility for the quality of deliverables. Maintains the client relationship and pursues follow-on business opportunities. Supports proposal and marketing efforts. Performs complex responsibilities with considerable latitude. Determines goals and initiatives based on direction of business within the industry. Responsible for profit/loss of group. Work impacts organizational success 10 years general, 7 specialized experience	\$ 189.52

API-Labor-00003	Program Manager (Level 4)	8 years	BA / BS Degree	Provides leadership for a group of employees. Manages daily operations to ensure schedules are met and deliverables meet quality standards. Interfaces with the customer on issues and business development opportunities. Conducts performance appraisals and participates fully in decisions related to employment. Counsels employees with regard to progressive discipline. Responsible for managing a program of moderate size and complexity, or several smaller programs. Develops and monitors program objectives, budgets and schedules. Maintains the Project Authorization form and is responsible for all technical, contractual, administrative and financial aspects of the program. Directs staff to ensure completion of tasking on time and within budget. Has ultimate responsibility for the quality of deliverables. Maintains the client relationship and pursues follow-on business opportunities. Supports proposal and marketing efforts. Performs complex responsibilities with considerable latitude. Interprets management initiatives and sets goals and objectives for program. Work impacts organizational success. 8 years general, 5 specialized experience	\$ 128.68
API-Labor-00004	Technical Subject Matter Expert (SME)	10+ years	BA / BS Degree	Provides technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, and implementation advice on exceptionally complex problems that necessitate high-level knowledge of the subject matter for effective implementation. Provides Help Desk and Training support. Participates as needed in all phases of software development with emphasis on the planning, analysis, modeling, simulation, testing, integration, documentation and presentation phases. 10-30 years experience in specialized field	\$ 128.68
API-Labor-00005	Project Executive	8 years	BA / BS Degree	Provides leadership for a group of employees. Manages daily operations to ensure schedules are met and deliverables meet quality standards. Interfaces with the customer on issues and business development opportunities. Conducts performance appraisals and participates fully in decisions related to employment. Counsels employees with regard to progressive discipline. Responsible for managing a project of moderate size and complexity or several small projects. Scope includes responsibility for contractual, financial, administrative and technical project requirements. Directs the work of employees to ensure that project milestones are met on time and within budget. Develops plan for work efforts and assigns staff members. Tracks performance against quality standards. Develops objectives and presents them to management for review and approval. Provides input to the Project Authorization form. May be primary point of contact with the customer. Briefs customer and management on status and budget. Performs moderately complex responsibilities with general oversight. Reviews Statement of Work and develops objectives with management guidance. Work impacts project and client relations. 8 years general, 6 specialized experience	\$ 152.61

API-Labor-00006	Technical Writer (Level 2)	5 years	BA / BS Degree	Considered an expert in one or more disciplines or systems. Provides highest level of consulting support to projects to lend expertise. Consults with all levels of customers and company management to determine most appropriate schedule of deliverables and objectives for large technical writing projects. Researches highly complex technical concepts. May lead large production efforts. Provides guidance to less experienced Technical Writers. Provides help desk and logistics support. Performs highly complex responsibilities with considerable latitude. Interprets company initiatives and client requirements. Work impacts organizational success. 5 years general, 2 years specialized experience	\$ 88.78
API-Labor-00007	Technical Writer Lead (Level 4)	7 years	BA / BS Degree	This is a working lead position, responsible for providing direction to lower level telecommunications technicians, or may lead a particular function within the operation. The lead may provide input but is not responsible for signing time sheets, appraising performance, hiring or terminations. May function in a "shift supervisor" capacity. Schedules and coordinates daily work schedules. Distributes and verifies work. Trains technicians in procedures and resolves operational problems. Works under limited supervision on complex tasks within established procedures. Work impacts contract performance. 7 years general, 3 years specialized experience	\$ 108.73
API-Labor-00008	Technical Lead (Level 5)	5 years	BA / BS Degree	Coordinates work activities for a small group of technical/professional employees, or manages a moderately large, complex function. Determines schedules and provides technical guidance and leadership. If the position requires people management, responsibilities include providing input on performance appraisals and employment decisions. Typically does not conduct appraisals, or make hiring, disciplinary, or termination decisions. Leads moderately complex tasks or phases of larger tasks. Work teams may be cross-functional. Meets with customers to provide project status and schedules. Responsible for meeting deadlines and standards agreed to with management. Performs complex assignments with little guidance. Sets objectives for group with direction from management, and ensures that goals are met. Work impacts client relations 5 years general, 2 years specialized experience	\$ 194.51
API-Labor-00009	Software Engineer (Level 5)	10 years	BA / BS Degree	Considered an expert in one or more disciplines or systems. Conceptualizes broad requirements of software and translates into plans for design, development and implementation. Works with customers at the highest levels to recommend systems solutions. Researches new technologies and presents new concepts as a system expert. Has full technical knowledge of all phases of software programming applications. Resolves highly complex software problems. Provides high level expertise in writing technical proposals. Provides guidance and direction in all aspects of major projects. Performs highly complex responsibilities with considerable latitude. Interprets company initiatives and client requirements. Work impacts organizational success. 10 years general, 5 specialized experience	\$ 164.58

API-Labor-00010	Software Engineer (Level 3)	7 years	BA / BS Degree	Senior-level professional; able to independently accomplish complex requirements. Formulates/defines specifications for complex software programming applications of modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. May be responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting and advanced mathematical/scientific software packages. Performs activities such as operating system architecture integration and software design to selection of computer systems, languages and/or equipment. Participates in preparation of technical proposals. Provides guidance to other software engineers. Performs complex assignments with little guidance. Has latitude in completing broad objectives. Work impacts client relations. 7 years general, 3 years specialized experience	\$ 119.70
API-Labor-00011	Test and Integration Engineer Lead	14 years	BA / BS Degree	Subject matter specialist providing testing know-how in for the support of user requirements of complex to highly complex software/hardware applications. Develops testing protocol from program documents (e.g., Test and Evaluation Master Plan [TEMP]) assuring the protocol provides accurate metrics for all performance objectives. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. Assist the customer in defining requirements and specifications, evaluating design alternatives, verifying performance, resolution of issues and process improvements for the product(s) to be supplied to meet the system requirements specification. Will be deeply involved in supporting software integration in targeted platform. Supports QA with integration and internal development. Recommends design, production, or operational modifications based on test result analysis. 14 years general, 7 years specialized experience & BA / BS Degree related to Computer Science / Engineering	\$ 164.58
API-Labor-00012	Test and Integration Engineer (Level 4)	10 years	BA / BS Degree	Subject matter specialist providing testing know-how in for the support of user requirements of complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. Assist the customer in defining requirements and specifications, evaluating design alternatives, verifying performance, resolution of issues and process improvements for the product(s) to be supplied to meet the system requirements specification. Will be deeply involved in supporting software integration in targeted platform. Supports QA with integration and internal development. 10 years general, 6 years specialized experience & BA / BS Degree related to Computer Science / Engineering	\$ 159.60

API-Labor-00013	Test and Integration Engineer (Level 3)	8 years	BA / BS Degree	Subject matter specialist providing testing know-how in for the support of user requirements of complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. 8 years' experience & BA / BS Degree related to Computer Science / Engineering	\$ 119.70
API-Labor-00014	EDI Coordinator	6 years	AA / AS Degree	Responsible for daily electronic data interchange (EDI) operations of an organization. Coordinates and implements new EDI transactions sets and systems installations and upgrades to existing systems. Coordinates all new trading partner onboarding activities. Provides support to end users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. 6 years general or 4 years' experience in specialized field	\$ 56.73
API-Labor-00015	EDI Specialist (Level 4)	8 years	BA / BS Degree	Provides support for EDI database analysis, design, and operations. Establishes and maintains communications within organization and with partners. Conducts and manages product evaluations. Provides product installation, configuration, and training. Performs systems maintenance to update records, specifications, and operating procedures of partner systems. Maintains EDI account transaction activities. Frequently reports to an Electronic Data Interchange Manager. 8 years general or 6 years' experience in specialized field	\$ 94.76
API-Labor-00016	EDI Specialist (Level 5)	12 years	BA / BS Degree	Responsible for daily electronic data interchange (EDI) operations of an organization. Develops and executes strategies for Internet-based interchange capabilities. Coordinates and implements new EDI methods and systems and enhances and upgrades the existing systems. Finds EDI solutions for business operations. Establishes and maintains communications and trading partner routings, including online orders and fulfillment systems. Audits the quality of data provided, provides security and backup, and ensures system disaster recovery processes are in place. Resolves trading partner's technical problems involving EDI. Develops technical design documentation. Ensures customer/vendor agreements meet legal requirements. Responsible for internal training of EDI and related staff. 12 years general or 7 years' experience in specialized field	\$ 124.69

API-Labor-00017	Consultant (Senior)	10 years	BA / BS Degree	<p>Works with end user groups to evaluate and solve technical problems. Evaluates existing systems and/or user needs to analyze, design, recommend, and implement system changes. Top level technical expert responsible for determining the type of systems that best fit an organization. Models and understands key business processes within an organization and the impact technology may have on these business processes. Works to build a coalition within the organization that will formulate the architecture and manage the architectural development process/project. Actively monitors changes in critical business processes. Provides guidance to others. Performs highly complex responsibilities with considerable latitude. Interprets company initiatives and client requirements. Work impacts organizational success.</p> <p>10 years general or 25 years' experience in specialized field</p>	\$ 174.56
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