

Authorized Information Technology Schedule Pricelist



GSA Schedule Contract Number: GS-35F-5791H

*Period Covered By Contract:
July 1, 2003 through June 30, 2008*

*Contract Pricelist includes Modifications
Through Number PO-0081 effective September 20, 2005*

*Special Item Numbers (SIN)
132-8 Purchase of Hardware
132-12 Technical Support and Repair
132-33 Perpetual Software License
132-34 Maintenance of Software
132-50 Training Courses
132-51 Information Technology
Professional Services*

SIGCOM, Inc.
*4230 Beechwood Drive
Greensboro, NC 27410
www.sigcom.net*



**General Services Administration
Federal Supply Service**

Products and ordering information in this Authorized Information Technology Schedule Pricelist is also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing GSA's Home Page via Internet at www.gsa.gov.

TABLE OF CONTENTS

<i>Section</i>	<i>Page</i>
Information for Ordering Offices.....	2
Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology Equipment (Special Item Number 132-8).....	7
Terms and Conditions Applicable to Maintenance and Repair of Government Owned General Purpose Commercial Information Technology Equipment, After Expiration of Guarantee Provisions (Special Item 132-12).....	8
Terms and Conditions Applicable to Perpetual Software License (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) of General Purpose Commercial Information Technology Software Licenses	11
Terms and Conditions Applicable to Purchase of Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50).....	13
Training Course Pricelist.....	13
Terms and Conditions Applicable to Information Technology Services (Special Item Number 132-51).....	14
IT Professional Services Descriptions	18
USA Commitment to Promote Small Business Participation Procurement Programs	21
Suggested Formats for Blanket Purchase Agreements.....	22
Basic Guidelines for Using Contractor Team Arrangements	23
Government Pricelist	
SIGCOM Products	24
SIGCOM IT Professional Services.....	39
AMX	40
ClearOne Communications Inc.....	53

CONTRACT MODIFICATIONS

This Schedule Contract Pricelist includes Modifications through Number PO-0081 effective September 20, 2005.

INFORMATION FOR ORDERING OFFICES

**SPECIAL NOTICE TO AGENCIES
Small Business Participation**

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

For orders exceeding the 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.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contains information on a broad array of products and services offered by small business concerns.

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

For orders exceeding the 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:

The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii and the Commonwealth of Puerto Rico and other overseas locations. Overseas activities may place orders directly with Schedule Contractors for delivery to CONUS port, a consolidation point, or as specified in each contract. The geographic scope is the same for all items offered under this contract.

2. CONTRACTOR ORDERING ADDRESS AND PAYMENT INFORMATION:

a. ORDERING ADDRESS.

SIGCOM, Inc.
4230 Beechwood Drive
Greensboro, NC 27410
Attention: GSA Order

b. PAYMENT ADDRESS.

SIGCOM, Inc.
4230 Beechwood Drive
Greensboro, NC 27410
ATTN: Accounts Payable

c. GOVERNMENT CREDIT CARDS. Contractors are required to accept Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer will be printed on the invoice.

d. TECHNICAL AND/OR ORDERING ASSISTANCE. Below is the telephone number that can be used by ordering agencies to obtain technical and/or ordering assistance.

800-844-7753 Ext. 381

3. LIABILITY FOR INJURY OR DAMAGE:

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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:

a. Information for Field Buying Offices to Complete Standard Form 279, Federal Procurement Data System (FPDS) Individual Contract Action Report.

- Block 9: G (Order/Modification Under Federal Schedule).
- Block 16: Contractor Establishment Code (DUNS) is 16-158-5260.
- Block 30: Type of Contractor is (B) Other Small Business.
- Block 31: Woman-Owned Small Business (No).
- Block 34: Reserved.
- Block 36: Contractor's Tax Identification Number (TIN) is 561490547.

b. CAGE CODE: 0N699

5. F.O.B. POINT:

- a. Destination for the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.
- b. Point of Exportation for all other overseas locations. In place of a delivery/installation date for equipment/software, a shipping date shall be specified on the order. Charges for freight will be outside the scope of the contract. The Contractor shall pay for shipment to a CONUS APO/FPO. At the option of the Government, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization for all shipping, export, and other charges must be included on the Government order. All such charges are outside the scope of this contract.

6.COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULES):

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.

Items or Groups of Items SIN or Nomenclature)	Delivery Time (Days ARO)
132-8	30-60
132-33	30

b. EXPEDITED DELIVERY TIMES. Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor based on the availability of product inventory. Delivery times of 1-60 days after receipt of order (ARO) are available, as negotiated between the Ordering Office and the Contractor.

c. OVERNIGHT AND 2-DAY DELIVERY TIMES. When schedule customers require overnight or 2-day delivery, agencies are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor provides overnight and 2-day delivery times subject to the availability of product inventory. The Contractor shall pay for shipment, with freight prepaid and invoiced. Authorization must be included on the Government order for products.

d. URGENT REQUIREMENTS. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact 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 agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS:

- a. PROMPT PAYMENT. Prompt payment is 0 % 30 days, 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. Government Educational Institutions are offered the same discounts as all other Government customers.
- e. DISCOUNT FOR USE OF GOVERNMENT COMMERCIAL CREDIT CARD. None.
- f. OTHER. None.
- g. PRICES. All prices shown herein are net Government prices unless otherwise indicated.

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:

Not available within the scope of this contract.

10. SMALL REQUIREMENTS:

The minimum dollar value of an order for delivery to one destination is \$100.00.

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

- a. SPECIAL ITEM 132-8 - PURCHASE OF EQUIPMENT. The maximum dollar value per order will be \$500,000 for all equipment.
- b. SPECIAL ITEM 132-12 - REPAIR PARTS ONLY. The maximum dollar value per order will be \$10,000.
- c. SPECIAL ITEM 132-33 - PERPETUAL SOFTWARE LICENSE. The maximum dollar value per order will be \$500,000 for all Perpetual Software Licenses.
- d. SPECIAL ITEM 132-50 - TRAINING COURSES. The maximum dollar value per order for all training courses will be \$25,000.
- e. SPECIAL ITEM 132-51 - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES. The maximum dollar value per order will be \$500,000 for all Information Technology Services.

Note: Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair (except for Repair Parts) or 132-34 Maintenance of Software.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS:

In accordance with FAR 8.404:

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsis the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5.

GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value.

Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - (2) Trade-in considerations;
 - (3) Probable life of the item selected as compared with that of a comparable item;
 - (4) Warranty considerations;
 - (5) Maintenance availability;
 - (6) Past performance; and
 - (7) Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--
- (1) Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
 - (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
 - (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
 - (2) Offer the lowest price available under the contract; or
 - (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

13. FEDERAL INFORMATION TECHNOLOGY/ TELECOMMUNICATION STANDARDS REQUIREMENTS:

Federal departments and agencies 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 offices, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161.

FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. SECURITY REQUIREMENTS:

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is lessor.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:

Any ordering office, 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 Government's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!:

The 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 category(ies).

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

17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

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 purchase, installation, technical support, repair of equipment and information technology services in areas listed in the pricelist outside the 48 contiguous states, the District of Columbia, Alaska, Hawaii and the Commonwealth of Puerto Rico except as indicated below:

See F.O.B. Point under Information for Ordering Offices.

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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 (Purchase, Technical Support, Repair Service, and Professional IT Services).

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.

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 receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

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

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available on the individual manufacturer/vendor websites. Contact SIGCOM for information.

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

1. MATERIAL AND WORKMANSHIP:

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

2. ORDER:

A written order, EDI (GSA Advantage! and FACNET), credit card, and BPA or BOA orders shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders, BPA's or BOA's, telephone orders are permissible.

Any applicable taxes must be listed on the order.

3. TRANSPORTATION OF EQUIPMENT:

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract unless otherwise specified.

4. INSTALLATION AND TECHNICAL SERVICES:

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment. The charges for such services are per the labor category applicable to the technology and requirement as set forth in the Government Pricelist under SIN 132-51 Information Technology Services.
- b. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the Government with one (1) copy of all operating and maintenance manuals relating to the equipment being installed/purchased that is normally provided commercially at no charge by the original manufacturer.
- c. **TECHNICAL SERVICES.** At the option of the Government, on-site technical support and assistance is available at additional charge. The charges for such services are per the labor category applicable to the technology and requirement as set forth in the Government Pricelist under SIN 132-51 Information Technology Services.

5. ACCEPTANCE:

Equipment must operate in accordance with manufacturer's published specifications. The user agency should give the Contractor a notice of acceptance or rejection within 30 days from receipt of the equipment. The Government is relieved of all risk of loss or damage prior to acceptance.

6. GUARANTEE:

- a. The Contractor provides at no charge for the first thirty (30) days from a mutually agreed upon date, the first line of support for the various manufacturers' products and the Contractor integrated systems. The support includes administration of product returns, telephone support during normal business hours (7:00 a.m. to 5:00 p.m. EST Monday through Friday) for faulty or inoperable products/systems only. This does not include installation or maintenance support. The Contractor will extend the individual manufacturer's warranties to the end-user at the time of product/system acceptance (within 30 days of delivery). The end-user will be responsible for administering the warranty and maintaining the product/system during the warranty period.

Manufacturer warranty/guarantee provisions are shown by Manufacturer in the Government Pricelist.

The guarantee shall not apply to any equipment that has been (i) used or operated in a manner inconsistent with the use intended by the Contractor, (ii) modified or repaired by anyone other than the Contractor personnel or

the Contractor authorized service representatives in a manner which adversely affects their operations or reliability, or (iii) damaged because of accident, neglect or misuse by anyone other than the Contractor's personnel, failure or defect of electrical power, air conditioning or humidity control beyond the specified operating limits of the equipment, transportation, or other cause other than ordinary use.

- b. All parts replaced during the first thirty days of the Contractor's guarantee period shall become the property of the Contractor.
- c. Prior to the expiration of the guarantee period, whenever equipment is shipped for repair or mechanical replacement purposes, the Government shall bear all costs, including, but not limited to, costs of packing, transportation, rigging, drayage, and insurance.
- d. When the Government returns equipment for maintenance repair/replacement to a Contractor's authorized service facility the Government shall be responsible for any damage or loss, from the time the equipment is removed from the Government's installation, until the equipment is received at the Contractor's authorized service facility. The Contractor shall only be responsible for any loss or damage while the equipment is at the Contractor's authorized service facility until equipment is returned to such installation.
- e. This guarantee does not apply if damage to the equipment is occasioned by fault or negligence of the Government.
- f. At the Contractor's discretion, inspection and repair of defective equipment under this guarantee may be performed at the manufacturer's facility or at the Contractor's plant at the following address:

THE CONTRACTOR
4230 Beechwood Drive
Greensboro, NC 27410

Defective equipment will normally be repaired or replaced within fifteen (15) working days after receipt.

If the Contractor determines that the equipment should be repaired or replaced at the manufacturer's facility, the Contractor shall coordinate all return procedures on behalf of the Government.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT:

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

8. TRADE-IN OF INFORMATION TECHNOLOGY (FIP) EQUIPMENT:

When an agency determines that Information Technology (FIP) equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding Disposition of Information Technology Excess Personal Property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in FPMR 41 CFR part 101-46.

TERMS AND CONDITIONS APPLICABLE TO TECHNICAL SUPPORT SERVICES AND REPAIR OF GOVERNMENT-OWNED GENERAL PURPOSE INFORMATION TECHNOLOGY EQUIPMENT, AFTER EXPIRATION OF GUARANTEE PROVISIONS (SPECIAL ITEM 132-12)

1. SERVICE AREAS:

- a. The technical support (on-line and on-site) and repair (on-site and return to depot) rates listed herein are applicable to any Government location within the scope of this contract. Additional charges which apply because of distance from the Contractor's service location(s) are set forth under Service Rates and Parts Provisions paragraph 8.
- b. When repair services cannot be performed at the Government installation site, the repair services will be performed at the Contractor's plant(s) listed below:

THE CONTRACTOR
4230 Beechwood Drive
Greensboro, NC 27410

2. TECHNICAL SUPPORT ORDER:

- a. A written order shall be the only basis for technical support in accordance with the terms of this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt.
- b. Written orders, EDI orders, credit card orders or, in the case of BPA's or BOA's, telephone orders are permissible.

3. LOSS OR DAMAGE:

- a. When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the Government's installation, until the equipment is returned to such installation.
- b. When the Government returns equipment for repair to a Contractor's authorized service facility the Government shall be responsible for any damage or loss, from the time

the equipment is removed from the Government's installation, until the equipment is received at the Contractor's authorized service facility. The Contractor shall only be responsible for any loss or damage while the equipment is at the Contractor's authorized service facility until equipment is returned to such installation.

4. SCOPE:

The Contractor will be obligated to provide technical support and/or repair services on all equipment listed herein as requested by the Government agency during the contract.

5. RESPONSIBILITIES OF THE CONTRACTOR:

- a. For equipment not covered by a Contractor's warranty, the Contractor's repair service personnel shall complete

repairs as soon as possible after notification by the Government that service is required.

- b. **GUARANTEE.** All repair work will be unconditionally guaranteed for a period of thirty (30) calendar days.

6. RESPONSIBILITIES OF THE GOVERNMENT:

Subject to security regulations, the Government shall permit access to the equipment, which is to be serviced.

7. TECHNICAL SUPPORT OPTIONS:

- a. **ON-LINE TELEPHONIC TECHNICAL SUPPORT.** The Contractor provides problem identification via a toll-free telephone number per the hourly charges herein. A trained technician will provide the support by talking to the Government customer and identifying the Lowest Replaceable Unit (LRU) that can be easily replaced, required. The Government customer will then ship the defective part(s) and obtain the new parts from the manufacturer or the Contractor. The Contractor will then provide support on telephone to install the replacement LRU. Technical Support may also be used for assistance in the configuration of system components.
- b. **ON-LINE REMOTE DIAGNOSTIC.** The Government is required to have a modem and associated telephone service connected to the programmable portion of its system, and appropriate diagnostic response software installed in that system. The Contractor's field support technician dials into the Government customer's system modem, operates diagnostic software, and informs the Government of the results. The Contractor's technician determines if the problem can be repaired via telephone support, or if an on-site visit is required. If an on-site visit is required, the Government is informed about costs and scheduling. The Contractor's technician may reprogram or reconfigure the customer's system, if that option is available on the Government's equipment.

The Contractor will provide the telephone support telephone numbers and escalation. The Contractor will provide a qualified service technician to answer all calls.

For the Remote Diagnostic Option, the Contractor will provide all diagnostic software and test equipment required on the Contractor's end of the communication link to perform remote diagnostics.

The Government will provide a competent system operator or technician to work with the Contractor's field support technician. The Government will provide system equipment model numbers, software versions, and configuration data and other installation information if requested by the Contractor. For the Remote Diagnostic Option, provide a modem and telephone service for communicating with the Contractor's modem, and install appropriate system software to interact with the Contractor's diagnostic software.

The following services are not included under On-Line Technical Support:

- (i) Operator or Maintenance Training, or
- (ii) Support of Equipment or Software provided by vendors not currently supported by the Contractor.

- c. **ON-SITE TECHNICAL SUPPORT AND/OR REPAIR.** The Contractor's On-Site Technical Support and/or Repair is available on a next available response basis only across the United States and throughout the world. At an incoming service request, the next available service technician is scheduled to visit the Government's site on the first available day in his schedule. The service technician travels using standard, cost-effective transportation. The Government is informed when to expect the technician.

The Contractor provides service request telephone numbers and escalation structure for timely service. The Contractor provides a qualified service technician to perform all work. The Contractor provides all test equipment and diagnostic software required to perform testing, troubleshooting, and/or repair.

The Contractor provides a qualified service technician who tests and troubleshoots the system. The technician determines the Lowest Replaceable Unit (LRU) and informs the Government of repair options and costs. The Government contacts the Contractor for a replacement LRU, which is sent overnight if possible. When the replacement LRU arrives, the Contractor's technician replaces the unit, performs programming or adjustments if necessary, and performs system checkout tests. The Government may witness the final system functional test.

The Government provides system equipment model numbers, software versions, and configuration data if requested. The Government provides at no charge to the Contractor, adequate working space (including heat, light, ventilation, electric current and outlets) all within reasonable distance from the system for the use by the Contractor's service technicians. The Government provides free and full access to the system. The

Government maintains the installation site and provide necessary utility services for use of the system in accordance to manufacturer's and/or the Contractor's published specifications.

The following services are not included under On-Site Technical Support:

- (i) Installation or support of Equipment or Software provided by vendors not currently supported by the Contractor; and,
 - (ii) Repairs of some optional system accessories, which may only be available at the factory.
- d. **PREVENTIVE MAINTENANCE.** Preventive Maintenance provides on-site verification for all system functions and performs any adjustments or cleaning necessary to keep your system(s) fully functional at 100% capacity.

The Contractor provides a qualified service technician who visits the Government site to verify all functions of all system components. The technician adjusts system components to manufacturer's or the Contractor's published specifications. The technician cleans equipment surfaces to minimize breakdowns or performance degradation's due to dirt or corrosion.

- e. **TIME AND MATERIALS SERVICE.** Time and Materials (T&M) provides a per-event alternative for on-site service requests. Service requests are first logged, then a qualified telephone service technician is connected to attempt to talk the Government through a system repair. If telephone support is unsuccessful, a qualified field service technician is dispatched to the Government's site. The next available technician is scheduled on the first available day in his schedule. Labor is billed portal to portal, with a four hour minimum. Services are provided during the Contractor's normal business hours, Monday through Friday, exclusive of holidays.

The following services are not included under a Time and Materials contract:

- (i) Installation or support of products not installed by the Contractor or from vendors not currently supported; and,
 - (ii) Operator or maintenance training.
- f. **STANDARD AVAILABILITY:** Telephone support hours are from 8:00 a.m. to 5:00 p.m., Eastern Standard Time. Telephone support days are Monday through Friday, exclusive of Government holidays.

8. SERVICE RATES AND PARTS PROVISIONS:

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **MULTIPLE MACHINES.** When repairs are ordered by a Government agency on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the Government, provided the time consumed in going between machines (or buildings) is reasonable.
- c. **TRAVEL OR TRANSPORTATION.**
- (1) **AT THE CONTRACTOR'S SHOP.**
 - (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee provision, the cost of transportation, packing, etc., from the Government location to the Contractor's plant, and return to the Government location, shall be borne by the Government.
 - (b) The Government should not return defective equipment to the Contractor for adjustments and repairs or replacement without Contractor's prior consultation and instruction.
 - (2) **AT THE GOVERNMENT LOCATION.**

Travel to and from the Government site in performance of orders issued under this contract shall be in accordance with allowable travel and per

diem charges identified by Pub L.99-234 and FAR Part 31. These charges may be either reimbursed by the ordering agency or can be priced as a fixed price item.

d. LABOR RATES.

- (1) **REGULAR HOURS.** The Regular Hours repair service rates listed herein shall entitle the Government to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the Government location. There shall be no additional charge for repair service, which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.
- (2) **AFTER HOURS.** When the Government requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the Government location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

- (3) SUNDAYS AND HOLIDAYS. When the Government requires that repair service be performed on Sundays and Holidays observed at the Government location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the Government location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

e. REPAIR AND SUPPORT SERVICE RATES.

Minimum Charge (1)	Regular Hours Per Hour (2)	After Hours Per Hour**	Sunday and Holiday Per Hour
At Contractor's Shop			
\$54.08	\$54.08	N/A	N/A
Government Location			
N/A	See Note (3)	See Note (4)	See Note (5)
On-Line Technical and Diagnostic Support			
\$54.08	\$54.08	N/A	N/A

NOTES:

- (1) Minimum charges include one full hour on the job.
- (2) Fractional hours, at the end of the job, will be prorated to the nearest half hour.
- (3) All on-site technical support is provided at the applicable labor category under professional services (SIN 132-51) as is required for the level effort as determined by the Contractor plus travel expenses and lodging expenses.
- (4) All after hours support shall be 1.5 x the applicable labor category under professional services (SIN 132-51) as is required for the level effort as determined by the Contractor plus travel expenses and lodging expenses.
- (5) All holiday support shall be 2.0 x the applicable labor category under professional services (SIN 132-51) as is required for the level effort as determined by the Contractor plus travel expenses and lodging expenses.

9. INVOICES AND PAYMENTS:

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of the work. Payment under blanket purchase orders will be made quarterly or

monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each Government office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in

accordance with paragraph 10. below. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

10. REPAIR PARTS:

- a. PRICES. All parts, furnished as spares or as repair parts in connection with the repair of equipment shall be new standard parts, or standard parts warranted as new, manufactured by the equipment manufacturer (FAR 11.001). All parts shall be furnished by the Government from the original manufacturer at current prices in effect at time of order placement.
- b. GUARANTEE. All parts, furnished either as spares or repair parts by the Contractor in connection with the repair of equipment, will be unconditionally guaranteed for a period of thirty (30) days. Warranty/ guarantee provisions and periods from individual manufacturers will be in effect, and available to the Government.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM 132-33) AND MAINTENANCE (SPECIAL ITEM 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. PURCHASE TERMS:

- a. ACCEPTANCE. The Government shall accept or reject software in writing within thirty (30) calendar days after date of delivery.
- b. GUARANTEE. All software furnished pursuant to the terms of this contract will be provided on an "as is" basis by the Contractor. Warranty/guarantee provisions and periods from individual manufacturers will be in effect, and available to the Government. Manufacturer warranty/guarantee provisions are shown by Manufacturer in the Government Pricelist.

2. TECHNICAL SERVICES:

Technical services are only available from the Contractor under the provisions for on-line and on-site technical support per Special Item Number 132-12.

3. SOFTWARE MAINTENANCE:

Maintenance is available from individual manufacturers or from the Contractor as listed below.

- a. Software maintenance service shall be in accordance with the Manufacturer's standard commercial terms or as negotiated with the Contractor.
- 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.

4. PERIODS OF MAINTENANCE (132-34):

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. ANNUAL FUNDING. When annually appropriated funds are cited on a maintenance order, the period maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if maintenance is to be continued during any remainder of the contract period.

Notwithstanding "c", above, the Government may choose to issue a delivery order for maintenance which extends beyond the end of the fiscal year, under the authority of FAR 37.106 and/or DFAR 237.106(2).

- d. CROSS-YEAR FUNDING WITHIN CONTRACT PERIOD. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office 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 offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

5. UTILIZATION LIMITATIONS (132-33 AND 132-34):

Software acquisition is limited to commercial computer software defined to be:

COMMERCIAL COMPUTER SOFTWARE - Computer software which is used regularly for other than Government purposes and is sold, licensed or leased in significant quantities to the general public at established catalog prices.

When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:

- (i) Title to and ownership of the software and documentation shall remain with the Manufacturer, unless otherwise specified.
- (ii) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency

(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 agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, User Agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The User Agency will take appropriate action by instruction, agreement, or otherwise, to protect the Manufacturer's proprietary property with any third parties

that are permitted access to the computer programs and documentation in connection with the User Agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the User Agency.

- (iii) Except as is provided in paragraph 4(ii) above, the Government 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 Manufacturer. Third parties do not include prime contractors, subcontractors and agents of the government who have the Government'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 Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.
- (iv) The Government 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 Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government 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.
- (v) "Commercial Computer Software" may be marked with the Manufacturer'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.
- (vi) FAR clauses 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987) and 52.227-19 COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (JUN 1987) are incorporated by reference as part of this pricelist.

6. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:

All equipment compatibility or supported hardware functions applicable to specific manufacturer's products are set forth in the manufacturer's published literature or manuals supplied with the Products. For all additional information concerning supported hardware or compatibility requirements the Government is advised to contact the Contractor.

7. RIGHT-TO-COPY PRICING:

Right-to-copy pricing is not available from the Contractor under the scope of this contract.

**TERMS AND CONDITIONS APPLICABLE TO
PURCHASE OF TRAINING RELATED TO GENERAL
PURPOSE INFORMATION TECHNOLOGY
EQUIPMENT AND SOFTWARE
(SPECIAL ITEM 132-50)**

1. SCOPE:

- a. The Contractor shall provide training normally available to commercial customers, which is necessary to permit Government 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 Government's location, as agreed to by the Contractor and the Government.

2. ORDER:

A written order, EDI (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 Government.

4. CANCELLATION AND RESCHEDULING:

- a. The Government will notify the Contractor at least seventy-two (72) hours before the scheduled training date. The Contractor will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the Government fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the Government will be liable for the contracted dollar amount of the training course.
- c. The Government 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 Government, the Contractor must notify the Government at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT:

The Contractor shall provide telephone hotline support under the provisions of Special Item Number 132-51 only.

6. PRICE FOR TRAINING:

The price that the Government will be charged will be the Government purchase price in effect at the time of order placement,

or the Government 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 Government 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. For hands-on training courses, there must be a one-to-one assignment of IT equipment (when applicable) to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The following information for each training course offered is provided in the Training Course Pricelist section :
 - (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. Instructor travel charges, including mileage and daily living expenses, must be indicated below. Rates-paid as a result of travel, must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

**TERMS AND CONDITIONS APPLICABLE
TO INFORMATION TECHNOLOGY
PROFESSIONAL SERVICES**

1.A. SCOPE

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

1.B. PERFORMANCE INCENTIVES

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

2. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers

(SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- a. When ordering services, ordering offices shall—
 - (1) Prepare a Request (Request for Quote or other communication tool):
 - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
 - (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
 - (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
 - (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the

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

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

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

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

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

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

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

contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

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

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

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

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

f. Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

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 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.

c. STATEMENT OF WORK. Services ordered must be accompanied by a specific Statement of Work. Contractor will support potential Government customers in the definition of requirements and estimating the number of hours and labor categories required to ensure rapid processing of orders. Typical items in a Statement of Work may include:

- (1) Scope of Work;
- (2) Location of Work;
- (3) Period of Performance;
- (4) Deliverables Schedule;
- (5) Applicable Standards;
- (6) Acceptance Criteria; and
- (7) Special Requirements (e.g., certifications, security clearances, travel, special knowledge).

d. Orders for services can be structured as Firm Fixed Price or Fixed Level of Effort.

e. TRAVEL AND LODGING. The Labor Rates listed herein apply to all Government locations within the scope of this contract. A travel/transportation charge shall apply to all Government locations in excess of fifty (50) miles of the Contractor's authorized service facility. Such charges will apply as an additional charge based on actual expenses or firm fixed price as negotiated prior to issuing the order for travel and lodging expenses.

f. OVERTIME RATES. Overtime rates are not specifically priced herein. Overtime requested by the Government for the convenience of the Government shall be afforded under the scope of this contract.

- (1) All after hours professional services work (in excess of 8 hours per day) shall be 1.5 x the applicable labor category plus travel expenses and lodging expenses.
- (2) All holiday professional services shall be 2.0 x the applicable labor category plus travel expenses and lodging expenses.

g. Any work to be performed at the Contractor's authorized service facility, for which the Government requires the Contractor to acquire the use of special equipment, software, materials, etc. as a condition of performance, additional costs for such shall be the responsibility of the Government. Such costs and/or associated rate increases shall be negotiated and approved in advance by the Contracting Officer prior to the issuance of any order under this contract.

4. PERFORMANCE OF SERVICES:

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency 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. INSPECTION OF SERVICES:

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

6. RESPONSIBILITIES OF THE CONTRACTOR:

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

7. RESPONSIBILITIES OF THE GOVERNMENT:

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

8. INDEPENDENT CONTRACTOR:

All IT 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 Government.

9. 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 Government contract, without some restriction on 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 Government, ordering offices 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.

10. INVOICES:

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering office 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.

11. PAYMENTS:

For firm-fixed price orders the Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

12. RESUMES:

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

13. INCIDENTAL SUPPORT COSTS:

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

14. 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.

15. DESCRIPTION OF IT SERVICES AND PRICING:

A description of the types of Information Technology Service offered under SIN 132-51 is set forth below under the IT Professional Services Descriptions Section. Specific Labor Categories and Rate are set forth in the Labor Pricelist.

IT PROFESSIONAL SERVICES DESCRIPTIONS

Job Title: Hazardous Area Site Staff, Management

Minimum Education/General Experience:

Bachelor's degree with 9 years Project Management experience including at least 3 years in Project Management supervision; or a Master's degree and 7 years experience including 3 years of Project Management supervision; or 14 years Project Management experience including at least 4 years of Project Management supervision. Security clearance and passport required.

Functional Responsibilities:

Responsible for cradle to grave management of assigned OCONUS projects in high-risk job locations. He/she serves as Point of Contact with customers. Performs Site Surveys and develops Installation/Man Power Schedules. Oversee Operations of Audio Visual, Communications, Information Technology, and Construction Projects. Prepares and submits Purchase Requisitions, Material Inspection and Receiving Reports/DD250's. Supervises all of the Hazardous Area Site Staff. Prepares and Chairs Installations Kickoff Meetings with Hazardous Area Site Staff, Purchasing and Quality Assurance Manager. Negotiates Scope and Contract Value with Subcontractors.

Job Title: Hazardous Area Site Staff, Technical

Minimum Education/General Experience:

Bachelor's degree in Engineering or a related degree with 5 years engineering experience at least one of which must have included supervising engineering personnel; or Master's degree in Engineering or related field with 3 years experience one of which must have been supervising engineering personnel; or 10-12 years engineering experience with at least two of them supervising engineering personnel. Security clearance and passport required.

Functional Responsibilities:

Responsible for completing assigned tasks involving OCONUS projects in high-risk job locations. Additionally the Hazardous Area Site Staff-Technical is responsible for supervising the work of all technical and installation employees that may be assigned to his/her projects. The supervision function includes training, assisting with project tasks, giving direction and guidance, and facilitating assignments. The supervision function shall be limited to areas of engineering and tasking.

Job Title: Hazardous Area Site Staff, Installer

Minimum Education/General Experience:

Technical or trade school graduate (military or civilian) with 9-10 years of work related experience or Technical school graduate in electronics or computers with 3-4 years of work related experience. Related field/work experience, especially international experience, with industry standard certifications or accreditations from industry recognized institutions, can be substituted to meet educational requirements. Security clearance and passport required.

Functional Responsibilities:

Responsible for installing, maintaining and repairing high-end video teleconferencing, audio, and other telecommunications equipment at high-risk, OCONUS job sites. This level employee will have the capability to supervise other installers and serve as site superintendent.

Job Title: Communications Director

Minimum Education/General Experience:

BSEE or BSCS, advanced degree desirable, experience in government projects, knowledge in communications and security systems, background in customer support and configuration management.

Functional Responsibilities:

Executive position responsible for the technical oversight of the described division or department and establishing engineering standards and operational guidelines. The primary responsibilities will include allocating technical staff to projects and supervise the execution of the assigned work; Develop and document the overall engineering process; establish engineering's configuration management process for all the engineering design materials and files; Review all technical solutions developed by technical staff to ensure sound engineering concept and design and ensure project profitability; Train and mentor technical staff to meet the needs of the company; Advise and guide the management team in identifying changes in technology and strategic business direction from a technology perspective; Produce corporate performance plan.

Job Title: Principal Member of Technical Staff**Minimum Education/General Experience:**

Bachelor's degree in Engineering or a related degree with 5 years engineering experience at least one of which must have included supervising engineering personnel; or Master's degree in Engineering or related field with 3 years experience one of which must have been supervising engineering personnel; or 10-12 years engineering experience with at least two of them supervising engineering personnel.

Functional Responsibilities:

Mid level position responsible for completing assigned tasks involving projects or proposals. Additionally the Principal Member of Technical Staff is responsible for supervising the work of all Member of Technical Staff (MTS) that may be assigned to his/her projects. The supervision function includes training, assisting with project tasks, giving direction and guidance, and facilitating the MTS's assignments. The supervision function shall be limited to areas of engineering and tasking.

Job Title: Member of Technical Staff**Minimum Education/General Experience:**

Bachelor's degree in Engineering or a related degree with 2-4 years experience or Master's degree in Engineering with 0-2 years experience or 7-9 years of engineering experience.

Functional Responsibilities:

Mid level position responsible for completing assigned tasks involving projects or proposals, including the development of engineered solutions from specifications, a scope of work, illustration or other communication from a customer or marketing and sales personnel. Additional responsibilities include supervising the work of all Associate member of Technical Staff that may be assigned to his/her projects. The supervision function includes training, assisting with project tasks, giving direction and guidance. The supervision function shall be limited to areas of engineering and tasking.

Job Title: Project Manager – Level 5**Minimum Education/General Experience:**

Bachelor's degree with 9 years Project Management experience including at least 3 years in Project Management supervision; or a

Master's degree and 7 years experience including 3 years of Project Management supervision; or 14 years Project Management experience including at least 4 years of Project Management supervision.

Functional Responsibilities:

Responsible for cradle to grave management of assigned projects. He/she serves as Point of Contact with customers. Performs Site Surveys and develops Installation/Man Power Schedules. Oversee Operations of Video Teleconference, Security and Construction Projects. Prepares and submits Purchase Requisitions, Material Inspection and Receiving Reports/DD250's. Supervises Engineering and Technician Teams. Prepares and Chairs Installations Kickoff Meetings with Engineering and Technician Teams, Purchasing and Quality Assurance Manager. Negotiates Scope and Contract Value with Subcontractors. Prepares and submits proposals for equipment and installation projects.

Job Title: Project Manager – Level 4**Minimum Education/General Experience:**

Bachelor's degree with 7-8 years Project Management; or a Master's degree and 5-6 years experience at least 2 of which must have been supervising Project Management personnel; or 12-13 years Project Management experience at least 4 years of which must have been supervising Project Management Personnel.

Functional Responsibilities:

Responsible for cradle to grave management of assigned projects. He/she serves as Point of Contact with customers. Performs Site Surveys and develops Installation/Man Power Schedules. Oversee Operations of Video Teleconference, Security and Construction Projects. Prepares and submits Purchase Requisitions, Material Inspection and Receiving Reports/DD250's. Supervises Engineering and Technician Teams. Prepares and Chairs Installations Kickoff Meetings with Engineering and Technician Teams, Purchasing and Quality Assurance Manager. Negotiates Scope and Contract Value with Subcontractors. Prepares and submits proposals for equipment and installation projects.

Job Title: Project Manager – Level 3**Minimum Education/General Experience:**

Bachelor's degree with 5-6 years Project Management; or a Master's degree and 3-4 years experience at least one of which must have been supervising Project Management personnel; or 10-11 years Project Management experience at least 3 years of which must have been supervising Project Management Personnel.

Functional Responsibilities:

Responsible for cradle to grave management of assigned projects. He/she serves as Point of Contact with customers. Performs Site Surveys and develops Installation/Man Power Schedules. Oversee Operations of Video Teleconference, Security and Construction Projects. Prepares and submits Purchase Requisitions, Material Inspection and Receiving Reports/DD250's. Supervises Engineering and Technician Teams. Prepares and Chairs Installations Kickoff Meetings with Engineering and Technician Teams, Purchasing and Quality Assurance Manager. Negotiates Scope and Contract Value with Subcontractors. Prepares and submits proposals for equipment and installation projects.

Job Title: Project Manager – Level 2**Minimum Education/General Experience:**

Bachelor's degree with 2-4 years Project Management; or a Master's degree and 0-2 years experience; or 7-9 years Project Management experience.

Functional Responsibilities:

Responsible for cradle to grave management of assigned projects. He/she serves as Point of Contact with customers. Performs Site Surveys and develops Installation/Man Power Schedules. Oversees Operations of Video Teleconference, Security and Construction Projects. Prepares and submits Purchase Requisitions, Material Inspection and Receiving Reports/DD250's. Supervises Engineering and Technician Teams. Prepares and Chairs Installations Kickoff Meetings with Engineering and Technician Teams, Purchasing and Quality Assurance Manager. Negotiates Scope and Contract Value with Subcontractors. Prepares and submits proposals for equipment and installation projects.

Job Title: Project Manager – Level 1**Minimum Education/General Experience:**

Bachelor's degree preferably in Management related discipline with 0-1 year Project Management; or 5-6 years Project Management experience.

Functional Responsibilities:

Provide technical and administrative assistance to the Vice-President of Programs and Project Management staff. Perform a variety of tasks to assist the Project Management staff to include: Developing and maintaining budget and forecast information, Developing and maintaining a system for workload tracking/forecasting, Assisting with the development and submission of proposals, Performing special studies and assignments as directed, working with experienced Project Managers to learn project management processes and tools.

Job Title: Communications Specialist 3**Minimum Education/General Experience:**

Technical or trade school graduate (military or civilian) with 9-10 years of work related experience or Technical school graduate in electronics or computers with 3-4 years of work related experience. Related field/work experience, with industry standard certifications or accreditations from industry recognized institutions, can be substituted to meet educational requirements.

Functional Responsibilities:

Responsible for installing, maintaining and repairing high-end video teleconferencing, audio, and other telecommunications and security equipment. This level employee will have the capability to supervise other technicians and serve as site superintendent.

Job Title: Communications Specialist 2**Minimum Education/General Experience:**

Technical or trade school graduate (military or civilian) with 7-8 years of work related experience or Technical school graduate in electronics or computers with 3-4 years of work related experience. Related field/work experience, with industry standard certifications or accreditations from industry recognized institutions, can be substituted to meet educational requirements.

Functional Responsibilities:

Responsible for installing, maintaining and repairing high-end video teleconferencing, audio, and other telecommunications and security equipment. Installer. This level employee will have the capability to supervise other technicians.

Job Title: Communications Specialist 1**Minimum Education/General Experience:**

Technical or trade school graduate (military or civilian) with 1-2 years of work related experience or Technical school graduate in electronics or computers with 0-1 years of work related experience. Related field/work experience, with industry standard certifications or accreditations from industry recognized institutions, can be substituted to meet educational requirements.

Functional Responsibilities:

Responsible for installing, maintaining and repairing high-end video teleconferencing, audio, and other telecommunications and security equipment.

Job Title: Operations Manager**Minimum Education/General Experience:**

Mid-level position requiring Bachelors or a business-related function with ten years of experience in the electronics installations functional area. Must have a thorough understanding of the market being addressed and the technology, products and services that address the market. Strong business acumen and leadership skills are required. Must have strong drive and initiative and an excellent ability to work with others. Must be computer literate and have working knowledge of Microsoft Office.

Functional Responsibilities:

The Operations Manager is a mid-level level operational and supervisory position. The Operations Manager has supervisory responsibility over technicians, installers, and apprentices. Responsible for scheduling technicians, installers and apprentices for various jobs. Management responsibility over project installation and maintenance coordination of installations. Maintenance of customer database with all pertinent data for each customer. Tracking usage and stock levels of spare components to support the customer base. Maintain the Help Desk and assist customers in their needs from operator education to troubleshooting problems. Assisting the VP Operations with the management of the technician work force. Diagnose and correct copper and optical fiber problems. Trouble shoot commonly installed AV and security systems

Job Title: CAD Operator

Minimum Education/General Experience:

Associates in Arts degree or technical school graduate with 1-3 years experience.

Functional Responsibilities:

Administrative and drafting duties including creation, modification, and maintenance/storage of CAD files for all jobs, also responsible for the development and maintenance of the CAD standards.

Job Title: Administrative Assistant

Minimum Education/General Experience:

This position requires minimum of 5 years of related experience.

Functional Responsibilities:

Administrative/Documentation Assistant will perform general administrative and clerical duties such as typing, filing, taking minutes, composing routine correspondence, and arranging conferences. He/She will be skilled in word-processing, spreadsheet, graphics production software. He/She will perform data entry on variety of systems and maintaining documents/technical literature

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

1. PREAMBLE:

Contractor provides commercial products and services to the Federal Government. 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.

2. COMMITMENT:

- a. To actively seek and partner with small businesses.
- b. To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- c. To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- d. 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.
- e. To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- f. To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

- g. 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 women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact the Contractor.

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act (Agency) 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 **Government that works better and costs less.**

Signatures

Agency Date

Contractor Date

BPA NUMBER _____

**(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 Agency):

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

(3) The Government 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 customer agency 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 or 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 customers 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.