

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST

General Purpose Commercial Information Technology Equipment,
Software And Services



Coley & Associates

140 Heimer rd., suite 750
San Antonio, TX 78232
210.402.6766

www.coleyfederal.com

service disabled veteran owned small business

SIN 132-8 Purchase of Equipment

FSC Class 7025	Input/Output And Storage Devices
FSC Class 5995	Cable, Cord, And Wire Assemblies: Communications Equipment
FSC Class 5805	Telephone And Telegraph Equipment
FSC Class 5820	Radio And Television Communication Equipment, Except Airborne
FSC Class 5895	Miscellaneous Communication Equipment

Note: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-12 Maintenance of Equipment

Maintenance
Repair Services

SIN 132-32 Term Software License

SIN 132-33 Perpetual Software License

SIN 132-34 Maintenance of Software

SIN 132-51 Information Technology Professional Services

FDPS Code 302	IT Systems Development Services
FDPS Code 306	IT Systems Analysis Services
FDPS Code 307	Automated Information Systems Design and Integration Services
FDPS Code 308	Programming Services
FDPS Code 399	Other IT Services, Not Elsewhere Classified

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

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

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

CONTRACT NUMBER: GS-35F-0590N

PERIOD COVERED BY CONTRACT: MAY 9, 2003 – MAY 7, 2013

PRICELIST CURRENT THROUGH MODIFICATION # P0021, DATED 02/28/2009

**General Services Administration - Federal Supply
Service**

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>



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INFORMATION APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: SMALL BUSINESS PARTICIPATION

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

For orders exceeding the 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) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ADDRESS - ORDERING AND PAYMENT:

Ordering: 140 HEIMER RD, SUITE 750
SAN ANTONIO, TEXAS 78232

Payment: 140 HEIMER RD, SUITE 750
SAN ANTONIO, TEXAS 78232

Coley & Associates will accept government purchase cards for payment above the micro-purchase threshold. In addition, information to support wire transfer payments will be provided on invoices.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance: PHONE: **210.402.6766** FAX: **210.402.6829**

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

BLOCK 9: Order/Modification Under Federal Schedule
BLOCK 16: DATA UNIVERSAL NUMBERING SYSTEM: **026814967**



BLOCK 30: B. **OTHER SMALL BUSINESS**
 BLOCK 31: WOMAN-OWNED SMALL BUSINESS: **No**
 BLOCK 36: CONTRACTOR'S TAXPAYER IDENTIFICATION (TIN): **74-2985720**
 4a. CAGE CODE: **1UU13**
 4b. COLEY & ASSOCIATES, INC. has registered with the CCR database.

5. FOB

DESTINATION

6. DELIVERY SCHEDULE

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

Special Item Number 132-8 & 12: 21 (days, hours, etc) for Global Mesh Tec Products only

Special Item Number 132-32: 21 (days, hours, etc) for Global Mesh Tec Products only

Special Item Number 132-34:

Coley & Associates will adhere to the delivery schedule stipulated in each delivery order and/or delivery order amendment.

Special Item Number 132-51:

Coley & Associates will adhere to the delivery schedule stipulated in each delivery order and/or delivery order amendment.

b. **Urgent Requirements:** When the federal supply schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact 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.

Coley & Associates will adhere to the delivery schedule stipulated in each task or delivery order and/or task or delivery order amendment.

7. DISCOUNTS: PRICES SHOWN ARE NET PRICES; BASIC DISCOUNTS HAVE BEEN DEDUCTED.

- a. **Prompt Payment:** 132-8, 132-12, 132-32, and 34: None
132-51: 1%, 15 Days, Net 30.
- b. **Quantity:** See Attachment.
- c. **Dollar Volume:** None.
- d. **Government Educational Institutions:** Government Educational Institutions are offered the same discounts as all other Government customers.
- e. **Other:** None.

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

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



9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not applicable. Overseas shipment will not be provided under this contract.

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$ **100.00**

11. MAXIMUM ORDER

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
 - Special Item Number 132-8 - Purchase of Equipment
 - Special Item Number 132-12 – Maintenance of Equipment
 - Special Item Number 132-32 - Term Software Licenses
 - Special Item Number 132-33 - Perpetual Software Licenses
 - Special Item Number 132-34 – Maintenance of Software
 - Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

13.1 Federal Information Processing Standards Publications (FIPS Pubs):

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

13.2 Federal Telecommunication Standards (Fed-Stds):

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



14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

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

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR



52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS:

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.



19. OVERSEAS ACTIVITIES:

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

Not Applicable

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

20. BLANKET PURCHASE AGREEMENTS (BPAs).

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

21. CONTRACTOR TEAM ARRANGEMENTS.

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION.

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

<http://www.coleyfederal.com>

The EIT standard can be found at: www.Section508.gov/.



24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the Agency with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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



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

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

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

All products are self-installable

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 applies.



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

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

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

<p>Global Mesh Tec Commercial Warranty</p> <p>SELLER WARRANTS THE PRODUCTS MANUFACTURED BY IT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP ONLY. THE EXTENT OF SELLER'S OBLIGATION HEREUNDER IS TO EITHER REPAIR OR REPLACE ITS WORK OR THE DEFECTIVE PRODUCTS, F.O.B. SELLER'S PLANT, IF RETURNED WITHIN 12 MONTHS AFTER THE DATE OF DELIVERY. NO ALLOWANCE WILL BE GRANTED FOR REPAIRS OR ALTERATIONS MADE BY BUYER WITHOUT SELLER'S WRITTEN APPROVAL. THE WARRANTY SHALL NOT BE CONSTRUED TO COVER THE COST OF ANY WORK DONE BY BUYER ON MATERIAL FURNISHED BY SELLER OR THE COST REMOVAL OR INSTALLATION OF PRODUCT. PRODUCTS AND PARTS NOT MANUFACTURED BY SELLER ARE WARRANTED ONLY TO THE EXTENT AND IN THE MANNER THAT THE SAME ARE WARRANTED TO SELLER BY SELLER'S VENDORS AND THEN ONLY TO THE EXTENT SELLER IS ABLE TO ENFORCE SUCH WARRANTY. THERE IS NO OTHER WARRANTY, EXPRESSED OR IMPLIED OR BY LAW.</p> <p>The Foregoing States the sole and exclusive warranty of seller. The WARRANTIES stated in this paragraph are in Lieu of all other warranties, written or verbal, statutory, expressed or implied, including warranties of merchantability and fitness for a particular purpose, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT, which are hereby disclaimed.</p> <p>Seller's agreement to sell products is made upon the condition and agreement that, with respect to the products, there have been no representations or undertakings made by or on behalf of Seller and Seller makes no guarantees or warranties, expressed or implied, in fact or in law, except as expressly stated above.</p>
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b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:



7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

10. PRODUCT PRICING

BASE (1-10)		
Man. Part No.	Product Description	GSA Net Price
CAMMS ANT	Antenna - Low Profile Tri Band 4.9,2.4,GPS 3 x 15' Cables Attached	\$295.79
AntCab 5	Antenna Cable 5'	\$25.07
AntCab 10	Antenna Cable 10'	\$29.08
AntCab 15	Antenna Cable 15'	\$37.10
AntCab 25	Antenna Cable 25'	\$55.15
Cat 5	Cat 5 Crossover Cable 5'	\$23.06
Cat 10	Cat 5 Crossover Cable 10'	\$27.07
Cat 15	Cat 5 Crossover Cable 15'	\$35.09
Cat 25	Cat 5 Crossover Cable 25'	\$53.14
USBVCC	USB VC Camera	\$125.34
DFK AP	DFK including AP	\$4,913.18
IPCR	IP Camera Ruggedized	\$1,554.17
WIPP	Wireless IP Phones	\$601.61



QUANTITY VOLUME DISCOUNT (11-25)

Man. Part No.	Product Description	GSA Net Price
CAMMS ANT	Antenna - Low Profile Tri Band 4.9,2.4,GPS 3 x 15' Cables Attached	\$275.28
AntCab 5	Antenna Cable 5'	\$21.88
AntCab 10	Antenna Cable 10'	\$26.43
AntCab 15	Antenna Cable 15'	\$33.73
AntCab 25	Antenna Cable 25'	\$51.96
Cat 5	Cat 5 Crossover Cable 5'	\$20.97
Cat 10	Cat 5 Crossover Cable 10'	\$24.61
Cat 15	Cat 5 Crossover Cable 15'	\$32.82
Cat 25	Cat 5 Crossover Cable 25'	\$51.05
USBVCC	USB VC Camera	\$114.85
DFK AP	DFK including AP	\$4,712.64
IPCR	IP Camera Ruggedized	\$1,504.04
WIPP	Wireless IP Phones	\$576.09

QUANTITY VOLUME DISCOUNT (26-100)

Man. Part No.	Product Description	GSA Net Price
CAMMS ANT	Antenna - Low Profile Tri Band 4.9,2.4,GPS 3 x 15' Cables Attached	\$260.70
AntCab 5	Antenna Cable 5'	\$19.14
AntCab 10	Antenna Cable 10'	\$22.79
AntCab 15	Antenna Cable 15'	\$30.99
AntCab 25	Antenna Cable 25'	\$49.22
Cat 5	Cat 5 Crossover Cable 5'	\$19.14
Cat 10	Cat 5 Crossover Cable 10'	\$22.79
Cat 15	Cat 5 Crossover Cable 15'	\$30.99
Cat 25	Cat 5 Crossover Cable 25'	\$49.22
USBVCC	USB VC Camera	\$110.30
DFK AP	DFK including AP	\$4,562.24
IPCR	IP Camera Ruggedized	\$1,453.90
WIPP	Wireless IP Phones	\$551.48



QUANTITY VOLUME DISCOUNT (101+)

Man. Part No.	Product Description	GSA Net Price
CAMMS ANT	Antenna - Low Profile Tri Band 4.9,2.4,GPS 3 x 15' Cables Attached	\$250.67
AntCab 5	Antenna Cable 5'	\$17.32
AntCab 10	Antenna Cable 10'	\$20.97
AntCab 15	Antenna Cable 15'	\$29.17
AntCab 25	Antenna Cable 25'	\$47.40
Cat 5	Cat 5 Crossover Cable 5'	\$18.23
Cat 10	Cat 5 Crossover Cable 10'	\$21.88
Cat 15	Cat 5 Crossover Cable 15'	\$30.08
Cat 25	Cat 5 Crossover Cable 25'	\$48.31
USBVCC	USB VC Camera	\$104.83
DFK AP	DFK including AP	\$4,461.97
IPCR	IP Camera Ruggedized	\$1,403.77
WIPP	Wireless IP Phones	\$525.96

BULK DISCOUNT (10)

Man. Part No.	Product Description	GSA Net Price
CAMMS ANT	Antenna - Low Profile Tri Band 4.9,2.4,GPS 3 x 15' Cables Attached	\$2,957.94
AntCab 5	Antenna Cable 5'	\$250.67
AntCab 10	Antenna Cable 10'	\$290.78
AntCab 15	Antenna Cable 15'	\$371.00
AntCab 25	Antenna Cable 25'	\$551.48
Cat 5	Cat 5 Crossover Cable 5'	\$230.62
Cat 10	Cat 5 Crossover Cable 10'	\$270.73
Cat 15	Cat 5 Crossover Cable 15'	\$350.94
Cat 25	Cat 5 Crossover Cable 25'	\$531.43
USBVCC	USB VC Camera	\$1,253.36
DFK AP	DFK including AP	\$49,131.82
IPCR	IP Camera Ruggedized	\$15,541.70
WIPP	Wireless IP Phones	\$6,016.14



BULK DISCOUNT (25)

Man. Part No.	Product Description	GSA Net Price
CAMMS ANT	Antenna - Low Profile Tri Band 4.9,2.4,GPS 3 x 15' Cables Attached	\$6,893.04
AntCab 5	Antenna Cable 5'	\$551.48
AntCab 10	Antenna Cable 10'	\$651.75
AntCab 15	Antenna Cable 15'	\$852.29
AntCab 25	Antenna Cable 25'	\$1,303.50
Cat 5	Cat 5 Crossover Cable 5'	\$525.96
Cat 10	Cat 5 Crossover Cable 10'	\$626.23
Cat 15	Cat 5 Crossover Cable 15'	\$826.76
Cat 25	Cat 5 Crossover Cable 25'	\$1,277.97
USBVCC	USB VC Camera	\$2,882.28
DFK AP	DFK including AP	\$117,816.10
IPCR	IP Camera Ruggedized	\$37,600.88
WIPP	Wireless IP Phones	\$14,413.67

BULK DISCOUNT (50)

Man. Part No.	Product Description	GSA Net Price
CAMMS ANT	Antenna - Low Profile Tri Band 4.9,2.4,GPS 3 x 15' Cables Attached	\$13,034.97
AntCab 5	Antenna Cable 5'	\$952.56
AntCab 10	Antenna Cable 10'	\$1,153.09
AntCab 15	Antenna Cable 15'	\$1,554.17
AntCab 25	Antenna Cable 25'	\$2,456.59
Cat 5	Cat 5 Crossover Cable 5'	\$952.56
Cat 10	Cat 5 Crossover Cable 10'	\$1,153.09
Cat 15	Cat 5 Crossover Cable 15'	\$1,554.17
Cat 25	Cat 5 Crossover Cable 25'	\$2,456.59
USBVCC	USB VC Camera	\$5,514.80
DFK AP	DFK including AP	\$228,112.02
IPCR	IP Camera Ruggedized	\$72,695.04
WIPP	Wireless IP Phones	\$27,573.98



BULK DISCOUNT (75)

Man. Part No.	Product Description	GSA Net Price
CAMMS ANT	Antenna - Low Profile Tri Band 4.9,2.4,GPS 3 x 15' Cables Attached	18,800.44
AntCab 5	Antenna Cable 5'	\$1,277.97
AntCab 10	Antenna Cable 10'	\$1,578.78
AntCab 15	Antenna Cable 15'	\$2,180.40
AntCab 25	Antenna Cable 25'	\$3,534.03
Cat 5	Cat 5 Crossover Cable 5'	\$1,353.63
Cat 10	Cat 5 Crossover Cable 10'	\$1,654.44
Cat 15	Cat 5 Crossover Cable 15'	\$2,256.05
Cat 25	Cat 5 Crossover Cable 25'	\$3,609.68
USBVCC	USB VC Camera	\$7,895.73
DFK AP	DFK including AP	\$334,647.85
IPCR	IP Camera Ruggedized	\$105,282.47
WIPP	Wireless IP Phones	\$39,480.47



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

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 5 (**insert miles**) mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

**3401 W. MacArthur Blvd.
Santa Ana, CA 92704**

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

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

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

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



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

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

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

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

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

4. LOSS OR DAMAGE

When 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 ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

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

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

- (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.



RESPONSIBILITIES OF THE CONTRACTOR

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

7. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

See Table below

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity are indicated below:

Quantity Range	Discounts
See Quantity Discount Attachment	

8. REPAIR SERVICE RATE 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 ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.



c. TRAVEL OR TRANSPORTATION

(1) AT 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/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- (b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

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

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

- (a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of **\$0.45** per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.
- (b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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



REPAIR SERVICE RATES FOR GLOBAL MESH TECHNOLOGIES

Location	Minimum Charge*	Regular Hours Per Hour**	After Hours Per Hour**	Sunday and Holiday Hours Per Hour**
Contractor's Shop	\$95/hr	\$95/hr	\$150/hr	\$150/hr
Ordering Activity Location (Within Established Service Areas)	\$500/day	\$125/hr	\$200/hr	\$200/hr
Ordering Activity Location (Outside Established Service Areas)	\$1000/day	\$125/hr	\$200/hr	\$200/hr

*Minimum Charges Include ___ Full Hours On The Job.

**Fractional Hours, At The End Of The Job, Will Be Prorated To The Nearest Quarter Hour.

9. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated **01/01/2007**, at a discount of **(negotiated with CO)** from such listed prices.

10. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of **1 year**

Global Mesh Tec Commercial Warranty
<p>SELLER WARRANTS THE PRODUCTS MANUFACTURED BY IT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP ONLY. THE EXTENT OF SELLER'S OBLIGATION HEREUNDER IS TO EITHER REPAIR OR REPLACE ITS WORK OR THE DEFECTIVE PRODUCTS, F.O.B. SELLER'S PLANT, IF RETURNED WITHIN 12 MONTHS AFTER THE DATE OF DELIVERY. NO ALLOWANCE WILL BE GRANTED FOR REPAIRS OR ALTERATIONS MADE BY BUYER WITHOUT SELLER'S WRITTEN APPROVAL. THE WARRANTY SHALL NOT BE CONSTRUED TO COVER THE COST OF ANY WORK DONE BY BUYER ON MATERIAL FURNISHED BY SELLER OR THE COST REMOVAL OR INSTALLATION OF PRODUCT. PRODUCTS AND PARTS NOT MANUFACTURED BY SELLER ARE WARRANTED ONLY TO THE EXTENT AND IN THE MANNER THAT THE SAME ARE WARRANTED TO SELLER BY SELLER'S VENDORS AND THEN ONLY TO THE EXTENT SELLER IS ABLE TO ENFORCE SUCH WARRANTY. THERE IS NO OTHER WARRANTY, EXPRESSED OR IMPLIED OR BY LAW.</p> <p>The Foregoing States the sole and exclusive warranty of seller. The WARRANTIES stated in this paragraph are in Lieu of all other warranties, written or verbal, statutory, expressed or implied, including warranties of merchantability and fitness for a particular purpose, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT, which are hereby disclaimed.</p> <p>Seller's agreement to sell products is made upon the condition and agreement that, with respect to the products, there have been no representations or undertakings made by or on behalf of Seller and Seller makes no guarantees or warranties, expressed or implied, in fact or in law, except as expressly stated above.</p>



b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period **1 year**

11. INVOICES AND PAYMENTS

a. Maintenance Service

(1) 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.

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

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

12. PRODUCT LIST

All parts are covered for repair or maintenance under the standard commercial warranty. If products are out of warranty standard pricing applies.



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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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

General Mesh Technologies CAMMS Warranty

SELLER WARRANTS THE PRODUCTS MANUFACTURED BY IT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP ONLY. THE EXTENT OF SELLER'S OBLIGATION HEREUNDER IS TO EITHER REPAIR OR REPLACE ITS WORK OR THE DEFECTIVE PRODUCTS, F.O.B. SELLER'S PLANT, IF RETURNED WITHIN 12 MONTHS AFTER THE DATE OF DELIVERY. NO ALLOWANCE WILL BE GRANTED FOR REPAIRS OR ALTERATIONS MADE BY BUYER WITHOUT SELLER'S WRITTEN APPROVAL. THE WARRANTY SHALL NOT BE CONSTRUED TO COVER THE COST OF ANY WORK DONE BY BUYER ON MATERIAL FURNISHED BY SELLER OR THE COST REMOVAL OR INSTALLATION OF PRODUCT. PRODUCTS AND PARTS NOT MANUFACTURED BY SELLER ARE WARRANTED ONLY TO THE EXTENT AND IN THE MANNER THAT THE SAME ARE WARRANTED TO SELLER BY SELLER'S VENDORS AND THEN ONLY TO THE EXTENT SELLER IS ABLE TO ENFORCE SUCH WARRANTY. THERE IS NO OTHER WARRANTY, EXPRESSED OR IMPLIED OR BY LAW.

The Foregoing States the sole and exclusive warranty of seller. The WARRANTIES stated in this paragraph are in Lieu of all other warranties, written or verbal, statutory, expressed or implied, including warranties of merchantability and fitness for a particular purpose, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT, which are hereby disclaimed.

Seller's agreement to sell products is made upon the condition and agreement that, with respect to the products, there have been no representations or undertakings made by or on behalf of Seller and Seller makes no guarantees or warranties, expressed or implied, in fact or in law, except as expressly stated above.

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

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

3. TECHNICAL SERVICES

a) **Global Mesh Technologies Software:** The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 866-687-6374 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **Monday to Friday from 8 am to 5 pm PST.**



4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Global Mesh Technologies: With notice of non-performance as stated in the manufacturer's warranty, Global Mesh Technologies will repair or replace the software.

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

5. PERIODS OF TERM LICENSES (132-32) AND 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. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

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

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

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

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

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

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to **100%** of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION *NOT APPLICABLE*

a. After a software product has been on a continuous term license for a period of **(Not Applicable)** * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written



Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

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

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

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

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

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

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

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

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

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



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

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

Global Mesh Technologies CAMMS: PRODUCT OVERVIEW

CAMMS software provides the foundation for an ad hoc, self-forming /self-heating wireless mobile mesh network. It provides interoperability and allows instantaneous sharing of information with other users in the mesh. Whiteboarding, IM, live video, and file sharing are all possible using CAMMS. Totally secure, the resulting scalable mobile mesh network enables Command Anywhere.

Global Mesh Technologies CAMMS: EQUIPMENT COMPATIBILITY

CAMMS is compatibility requirements are Windows 2000, Windows XP, Windows Vista with suitable hardware

11. RIGHT-TO-COPY PRICING

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



12. GSA NET PRICING (DISCOUNTS HAVE BEEN DEDUCTED)

SIN	Man. Name	Man. Part No.	Product Name	Product Description	GSA Net Price
132-32	Global Mesh Tech	CAMMS AP	CAMMS™ (includes AP)	CAMMS software provides the foundation for an ad hoc, self-forming /self-heating wireless mobile mesh network. It provides interoperability and allows instantaneous sharing of information with other users in the mesh. Whiteboarding, IM, live video, and file sharing are all possible using CAMMS. Totally secure, the resulting scalable mobile mesh network enables Command Anywhere. CAMMS includes Access Points. AP-4900M, 12v-5v power supply. Low profile multi band antenna (4.9, 2.4 GPS), Crossover cable 5',10', 15', 25'. Antena 5',10', 15', 25	\$3,509.42
132-32	Global Mesh Tech	CAMMS DFK	CAMMS™ (includes DFK)	CAMMS software provides the foundation for an ad hoc, self-forming /self-heating wireless mobile mesh network. It provides interoperability and allows instantaneous sharing of information with other users in the mesh. Whiteboarding, IM, live video, and file sharing are all possible using CAMMS. Totally secure, the resulting scalable mobile mesh network enables Command Anywhere. CAMMS includes Access Points. AP-4900M, 12v-5v power supply. Low profile multi band antenna (4.9, 2.4 GPS), Crossover cable 5',10', 15', 25'. Antena 5',10', 15', 25. Deployable Field Kit.	\$5,815.60
132-32	Global Mesh Tech	CAMMS Lite	CAMMS™ Lite (no AP)	CAMMS software provides the foundation for an ad hoc, self-forming /self-heating wireless mobile mesh network. It provides interoperability and allows instantaneous sharing of information with other users in the mesh. Whiteboarding, IM, live video, and file sharing are all possible using CAMMS. Totally secure, the resulting scalable mobile mesh network enables Command Anywhere. CAMMS Lite includes Software, use with 2.4 GHz hardware	\$2,406.46



SIN	Man. Name	Man. Part No.	Product Name	Product Description	GSA Net Price
132-32	Global Mesh Tech	CAMMS Lite 48	CAMMS™ Lite 48 (no AP)	CAMMS software provides the foundation for an ad hoc, self-forming /self-heating wireless mobile mesh network. It provides interoperability and allows instantaneous sharing of information with other users in the mesh. Whiteboarding, IM, live video, and file sharing are all possible using CAMMS. Totally secure, the resulting scalable mobile mesh network enables Command Anywhere. CAMMS Lite48 includes Software, via USB flash drive, 48 hr timeout	\$2,707.26
132-32	Global Mesh Tech	CAMMS Web	CAMMS™ Web (no AP)	CAMMS software provides the foundation for an ad hoc, self-forming /self-heating wireless mobile mesh network. It provides interoperability and allows instantaneous sharing of information with other users in the mesh. Whiteboarding, IM, live video, and file sharing are all possible using CAMMS. Totally secure, the resulting scalable mobile mesh network enables Command Anywhere. CAMMS Web includes software, web enabled.	\$2,807.53
132-34	Global Mesh Tech	CAMMS 1YR	Annual Software Support - Per License	100,000 hours; 1 year on parts and labor	\$249.67
132-34	Global Mesh Tech	CAMMS SW SPT	On Site Software Support	On Site Software Support	\$150.40
132-34	Global Mesh Tech	OLWBT	On Line Web Based Training	On Line Web Based Training (4 hours included with order of 10 CAMMS™ and above)	\$225.61



GLOBAL MESH TECHNOLOGIES QUANTITY/VOLUME DISCOUNTS

Software Quantity Discounts

		1 to 10	11 to 25	26 - 100	101 +
Man. Part No.	Product Name	GSA Net Price	GSA Net Price	GSA Net Price	GSA Net Price
CAMMS AP	CAMMS™ (includes AP)	\$3,509.42	\$3,308.88	\$3,008.07	\$2,807.53
CAMMS DFK	CAMMS™ (includes DFK)	\$5,815.60	\$5,615.06	\$5,314.26	\$5,113.72
CAMMS Lite	CAMMS™ Lite (no AP)	\$2,406.46	\$2,205.92	\$1,955.25	\$1,804.84
CAMMS Lite 48	CAMMS™ Lite 48 (no AP)	\$2,707.26	\$2,506.73	\$2,256.05	\$2,105.65
CAMMS Web	CAMMS™ Web (no AP)	\$2,807.53	\$2,606.99	\$2,356.32	\$2,205.92

Software Quantity Discounts by Bulk

		10	25	50	75
Man. Part No.	Product Name	GSA Net Price	GSA Net Price	GSA Net Price	GSA Net Price
CAMMS AP	CAMMS™ (includes AP)	\$33,339.45	\$78,585.39	\$142,883.35	\$200,036.69
CAMMS DFK	CAMMS™ (includes DFK)	\$55,248.23	\$133,357.79	\$252,427.25	\$364,352.09
CAMMS Lite	CAMMS™ Lite (no AP)	\$22,861.34	\$52,390.56	\$92,873.72	\$128,595.02
CAMMS Lite 48	CAMMS™ Lite 48 (no AP)	\$25,719.00	\$59,535.18	\$107,162.06	\$150,027.06
CAMMS Web	CAMMS™ Web (no AP)	\$26,671.56	\$61,916.12	\$111,924.84	157,171.69



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

1. SCOPE.

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

2. 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.

3. 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)

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.

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.

4. 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.

5. 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.

6. 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.



7. RESPONSIBILITIES OF THE CONTRACTOR.

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

8. 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.

9. INDEPENDENT CONTRACTOR.

All ITC 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.

10. ORGANIZATIONAL CONFLICTS OF INTEREST.

a. Definitions.

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

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

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed 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.

11. 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.

12. 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 apply to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES.

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



14. INCIDENTAL SUPPORT COSTS.

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

15. APPROVAL OF SUBCONTRACTS.

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

16. DESCRIPTION OF IT SERVICES AND PRICING.

COLEY & ASSOCIATES is a management and technology services firm focused on building and delivering tailored solutions for our customers. We uniquely combine the creative problem solving process with solid teaming strategies and proven management techniques to deliver solid solutions in a consistent low-risk manner. COLEY & ASSOCIATES has over 100 years experience in IT consulting services.

a. SERVICES.

Coley & Associates offers high quality and cost-effective information technology solutions that help government agencies adapt to rapid change. We assemble all-star teams with the skills necessary to design, deploy, and manage your information technology needs. Coley & Associates expertise in user interfaces, new technologies, database design, and business process re-engineering techniques help us discover new and innovative solutions for complex and continuously changing information problems. Our solutions include:

- IT Strategy & Planning
- Web Design & Development
- Systems Integration
- Decision Support Systems
- eBusiness Application Development
- Strategic Planning Implementation Tools
- Supply Chain Analysis
- Business Process Reengineering
- Data Warehousing
- Reporting Writing
- Software Development
- Data Quality Strategies
- Database Architectures
- Mini-CD Interactive Multimedia Cards
- Project Management
- Program Office Support

B. COMMERCIAL JOB TITLE DESCRIPTIONS



PRINCIPAL CONSULTANT

Minimum/General Experience: Twelve (12) years general experience and six (6) years direct experience consulting on information technology (IT) projects. Demonstrated ability to provide guidance and direction for multiple IT projects. Capabilities to manage multitask projects of high complexity.

Functional Responsibility: Provides strategic planning and delivers expert advice, assistance, guidance, and counseling in support of client's enterprise information management and technology development and improvement efforts. The Principal Consultant oversees the efforts of multiple projects and several teams of personnel.

Minimum Education: Possesses a MA/MS degree in Information Systems, Computer Science, Engineering, Business, or related field.





SENIOR CONSULTANT

Minimum/General Experience: Eight (8) years general experience and four (4) years direct experience consulting on information technology (IT) projects.

Functional Responsibility: Provides expertise across a broad range of information technology disciplines and delivers advice, assistance, guidance, and counseling in support of client's information management and technology development and improvement efforts. The Senior Consultant often has overall responsibility for a team's performance.

Minimum Education: Possesses a MA/MS degree in Information Systems, Computer Science, Engineering, Business, or related field.

PROJECT MANAGER

Minimum/General Experience: Over eight (8) years general experience and six (4) years direct experience managing information technology (IT) projects. Demonstrated ability to provide guidance and direction for multiple IT projects.

Functional Responsibility: Acts as manager and overall point of contact for a specific project within an overall enterprise-wide IT solution program. Directs project-specific IT staff and reviews work products for completeness and adherence to customer requirements. Provides communication to management to review project plans, status reports, and deliverables. Develops overall project milestones and monitors the execution of the project against planned timelines.

Minimum Education: Possesses a BA/BS degree in Information Systems, Computer Science, Engineering, Business, or related field.

DATABASE ADMINISTRATOR

Minimum/General Experience: Over two (2) years direct experience administering and maintaining computer databases.

Functional Responsibility: Administers, maintains, develops and implements policies and procedures for ensuring the security and integrity of the company database. Implements data models and database designs, data access and table maintenance codes; resolves database performance issues, database capacity issues, replication, and other distributed data issues.

Minimum Education: Possesses a BA/BS degree in Information Systems, Computer Science, Engineering, Business, or related field.

CONSULTANT

Minimum/General Experience: Four (4) years general experience and two (2) years direct experience consulting on information technology (IT) projects.



Functional Responsibility: Provides expert advice, assistance, guidance, or counseling in support of agencies' information management and technology goals. Assists in using information technology to improve business processes. Takes direction from more senior team members.

Minimum Education: Possesses a BA/BS degree in Information Systems, Computer Science, Engineering, Business, or related field.

SYSTEMS ANALYST

Minimum/General Experience: Four (4) years general experience and two (2) years direct experience analyzing, developing, and communicating customer information technology requirements. Has a working knowledge of relational databases, client-server concepts, and Internet technologies.

Functional Responsibility: Consults with users to identify requirements and to clarify program objectives. Works with an information technology teams focusing on designing, implementing and maintaining business applications and databases. Includes occasional coding and AD HOC report writing as needed. May be expected to write documentation to describe program development, logic, coding, and corrections. Writes manuals for users to describe installation and operating procedures.

Minimum Education: Possesses a BA/BS degree in Information Systems, Computer Science, Engineering, Business, or related field.

PROGRAMMER

Minimum/General Experience: Two (2) years of project related experience. Requires competence in computer programming languages and the ability to develop computer systems from written design specifications.

Functional Responsibility: Provides software development services to include the development of user interface screens, develop reports, and to write source code, as part of a development team. Develops, tests, debugs, and modifies computer application software based on detailed specifications in order to produce a required product. Produces documentation for application code as well as system functionality. Modifies application software to improve performance and/or functionality.

Minimum Education: Possesses a BA/BS degree in Information Systems, Computer Science, Engineering, Business, or related field.

GRAPHIC DESIGNER

Minimum/General Experience: One (1) year of project related experience. Requires working knowledge in graphic design and multimedia software applications.

Functional Responsibility: Assists in designing and developing graphical user interfaces for computer programs and graphics and illustrations for use in technical materials, manuals, and publications. Artwork may include tables, charts, flowcharts, viewgraphs/slides, forms, illustrations, or photographs. Material may be presented via computer monitor, Web site, CD-ROM, or other visual communication media.

Minimum Education: Possesses a BA/BS degree in Commercial Arts, Fine Arts, Graphic Design, or related field.



TECHNICAL WRITER

Minimum/General Experience: Two (2) years of project related experience. Requires working knowledge word processing software applications.

Functional Responsibility: Assists in collecting and organizing information required for preparation of information system specifications, requirement documents, user's manuals, training materials, and installation guides. Edits functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents.

Minimum Education: Possesses a BA/BS degree in English, Communications, Technical Writing, or related field.

Coley & Associates Labor Category Substitutions Information

Coley & Associates, Inc. will provide only people who meet or exceed the minimum qualifications within the labor category descriptions stated herein. Coley & Associates labor categories provide for substituting experience for minimum education requirements and substituting educational degrees for years of experience. These substitutions are allowed for all Coley & Associates' labor categories unless specified in the description.

Allowable Substitutions

The Table below presents the allowable substitutions based on the education and experience of the labor categories in the Pricelist. Experience should be professional and job related, however it does not have to be specific to the project to be accomplished. However, if a degree is used in place of experience, the degree must be related to the project or task.

Min Educ.	Allowable Substitutions	
Degree	Education and/or Experience	Related Certification
Associates	4 years relevant experience	Trade/Vocational School or Technical Training or Military Training in relevant field
Bachelors	Associates + 4 years relevant experience or 6 years relevant experience	Professional or Industry Standard Technical Certification in a relevant field. (e.g. MCSE, CCNP, CNA, CNE)
Masters	Bachelors + 4 years relevant experience, or Associates + 8 years relevant experience, or 10 years relevant experience	Professional License [e.g. Professional Engineer, Registered Communications Distribution Designer (RCDD), Certified Professional Logistician (CPL)]



c. PRICING

Coley & Associates offers rates for both off-site and on-site work, as follows:

1) OFF-SITE RATES

Job Title	OFF-SITE HOURLY LABOR RATES
Principal Consultant	151.08
Senior Consultant	118.44
Project Manager	113.61
Database Administrator	96.69
Consultant	87.02
Systems Analyst	80.98
Programmer	74.94
Graphic Designer	66.48
Technical Writer	48.35

2) ON-SITE RATES

Job Title	ON-SITE HOURLY LABOR RATES
Principal Consultant	130.90
Senior Consultant	102.62
Project Manager	98.44
Database Administrator	83.77
Consultant	75.39
Systems Analyst	70.17
Programmer	64.92
Graphic Designer	57.60
Technical Writer	41.90

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

SMALL BUSINESS PARTICIPATION

PREAMBLE

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact **Jack Coley, phone: 210.402.6766, email: jcoley@coleyfederal.com, fax: 210.402.6829.**

**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

GSA SCHEDULE ----- BLANKET PURCHASE AGREEMENT

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / 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”

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 of the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

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