



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

CONTRACT NUMBER: 47QTCA20D000R
CONTRACT PERIOD: October 10, 2019 through October 9, 2024
Effective as of Mod #PS-0005, Dated 07/21/20

MULTIPLE AWARD SCHEDULE
Category A – Office Management
Category F – Information Technology

CONTRACTOR: Collaborative AV
16063 Continental Blvd
South Chesterfield, VA 23834
Tel: (804) 477-8695
Web: collaborative-av.com

CONTRACT ADMINISTRATOR: Richard Tedrow
President & CEO
rtedrow@collaborative-av.com

BUSINESS SIZE: Small Business

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

For more information on ordering from this Federal Supply Schedule contract, please visit: www.gsa.gov/schedules

Contractor Information

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

SIN	Recovery	Description
33411	33411RC	<i>Purchasing of new electronic equipment</i>
334310	334310RC	<i>Professional Audio/Video Products</i>
54151S	54151SRC	<i>Information Technology Professional Services</i>
54151HEAL	54151HEALRC	<i>Health Information Technology Services</i>
811212	811212RC	<i>Maintenance of Equipment, Repair Services and/or Repair/Spare Parts</i>
ANCILLARY	ANCILLARYRC	<i>Ancillary Supplies and Services</i>
OLM	OLMRC	<i>Order-Level Materials</i>

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH AWARDED SIN: *See Appendix A*

1c. Labor Category Descriptions: *See Appendix B*

2. MAXIMUM ORDER THRESHOLD: *811212, 54151S, 54151HEAL, 33411 - \$500,000
334310 & ANCILLARY - \$250,000*

3. MINIMUM ORDER THRESHOLD: *\$100.00*

4. GEOGRAPHIC COVERAGE: *50 States, DC*

5. POINT(S) OF PRODUCTION: *South Chesterfield, VA*

6. DISCOUNT FROM BEST MARKET RATE: *GSA Net Prices can be found in Pricing Matrixes (below). Negotiated discounts have been applied and the Industrial Funding Fee has been added.*

7. QUANTITY DISCOUNT(S): *Crestron Products - .5% discount >\$100k / 1% discount >\$250k*

8. PROMPT PAYMENT TERMS: *Net 30*

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

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

9.b Government Purchase Cards will be accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: *None*

11a. TIME OF DELIVERY: *30 Days ARO*

11b. EXPEDITED DELIVERY: *Contact Contractor if Available*

11c. OVERNIGHT AND 2-DAY DELIVERY: *Contact Contractor if Available*

11d. URGENT REQUIRMENTS: *Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the Contractor for the purpose of requesting accelerated delivery.*

12. FOB POINT: *Destination*

13a. ORDERING ADDRESS: *Same as contractor*

- 13b. ORDERING PROCEDURES:** *For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.*
- 14. PAYMENT ADDRESS:** *Same as contractor*
- 15. WARRANTY PROVISION:** *Standard Commercial*
- 16. EXPORT PACKING CHARGES:** *None*
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** *None*
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** *Not Applicable*
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** *Not Applicable*
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** *Not Applicable*
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** *Not Applicable*
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** *Not Applicable*
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** *Not Applicable*
- 23. PREVENTIVE MAINTENANCE (IF APPLICABLE):** *Not Applicable*
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** *Not Applicable*
- 24b. SECTION 508 COMPLIANCE FOR ELECTRONIC AND INFORMATION TECHNOLOGY (EIT):** *Compliant. The EIT standards can be found at: www.Section508.gov/.*
- 25. DUNS NUMBER:** *079752362*
- 26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** *Contractor has an active registration in the System for Award Management (SAM) database.*

Appendix A – Price List – Labor

SIN	Labor Category	GSA Rate w/IFF
54151S	Design Engineer	\$ 115.82
	Operations Manager	\$ 105.29
	Programmer	\$ 121.08
	Project Manager	\$ 110.55
	System Commissioner	\$ 94.76
54151HEAL	Healthcare Design Engineer	\$ 115.82
	Healthcare Operations Manager	\$ 105.29
	Healthcare Programmer	\$ 121.08
	Healthcare Project Manager	\$ 110.55
	Healthcare System Commissioner	\$ 94.76
ANCILLARY	Installation Technician 1**	\$ 68.44
	Installation Technician 2**	\$ 89.50
811212	Maintenance Specialist**	\$ 105.29
	Service Technician**	\$ 94.76
	Service Technician After Hours**	\$ 142.14

SCA Matrix		
SCA Eligible Labor Category	SCA Equivalent code title	Wage Determination No.
Installation Technician 1	13110 - Video Teleconference Technician	WD 15-4313
Installation Technician 2	13110 - Video Teleconference Technician	WD 15-4313
Maintenance Specialist	23182 - Electronics Technician Maintenance II	WD 15-4313
Service Technician	23181 - Electronics Technician Maintenance I	WD 15-4313
Service Technician After Hours	23181 - Electronics Technician Maintenance I	WD 15-4313

*The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and it includes SCLS applicable labor categories. Labor categories and fixed price services marked with a (**) in this pricelist are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCLS/SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e., nationwide).*

Appendix B – Labor Category Descriptions

54151S – Information Technology Professional Services

Design Engineer

Education/Experience: Bachelor's degree with a minimum of two years of work-related experience. Thorough knowledge of AutoDesk AutoCAD, Stardraw AV, and Visio .

Daily job duties:

- Develop and generate all necessary drawings for integrated Audiovisual Systems.
- Coordinate with Project Manager to complete drawings accurately and within budgeted time.
- Research components as needed to create an accurate depiction.
- Ability to read and interpret electronic schematics and architectural blueprints.

Operations Manager

Education/Experience: Bachelor's degree with a minimum of ten years work-related experience, at least two of which must have been supervising.

Daily job duties:

- Assist with technical design and price for proposals.
- Identify all cabling and miscellaneous materials needed for said project.
- Assist with development of miscellaneous material estimates as needed.
- Assist with development of labor estimates as needed.
- Has supervisory responsibility over technicians, installers, and apprentices.
- Responsible for scheduling technicians, installers and apprentices for various jobs.
- Management responsibility over project installation and maintenance coordination of installations.
- Maintenance of customer database with all pertinent data for each customer.
- Assists customers in their needs from operator education to troubleshooting problems.
- Trouble shoots commonly installed AV and security systems.

Programmer

Education/Experience: Bachelor's Degree with a minimum of three years of work-related experience. Certified in various programming languages.

Daily job duties:

- Control systems programming, proficient in programming languages (AMX and Crestron)
- Touch Panel Design.
- Interact with project manager and customer to arrive at a functional program.
- Read and interpret electronic schematics and architectural blueprints.
- Perform trouble shooting in the field.
- Advanced knowledge of signal flow for audio, video, and control.
- Ability to use test equipment to troubleshoot system problems.

Project Manager

Education/Experience: Bachelor's degree with a minimum of eight years of Project Management experience, including at least three years in Project Management supervision; or 14 years of Project Management experience including at least four years of Project Management supervision.

Daily job duties:

- Responsible for the installation and overseeing of all field personnel on the job site, providing a detailed work schedule for planning and allocation of labor and engineering/design support to sales staff and technicians.
- Coordinator of multiple jobs with the project management team, assigning all personnel to project teams, creating and enforcing quality control measures to field staff, control and maintain inventory, providing system training for the end user and installation of AV equipment.
- Performs Site Surveys and develops Installation/Man Power Schedules.
- Prepares and submits Purchase Requisitions, Material Inspection and Receiving Reports.
- Supervises, and prepares any and all Installation meetings with clients, engineers and technicians, and Quality Assurance Manager.
- Negotiates Scope and Contract Value with Subcontractors.

System Commissioner

Education/Experience: HS/Vocational School Diploma with a minimum of three years of work-related experience; or Technical school graduate in electronics or computers with a minimum of one year of work-related experience

Daily job duties:

- Fine Tune and complete installation A/V components as directed by the Operations Manager.
- Ability to test integrated system and train client on use.
- Minor programming capability changes and troubleshooting.
- Fine tune and operate digital audio processing systems

54151HEAL – Health Information Technology Services

Healthcare Design Engineer

Education/Experience: Bachelor's degree with a minimum of two years of work-related experience, half of the related work experience must additional related to Healthcare. Thorough knowledge of AutoDesk AutoCAD, Stardraw AV, Visio and HIPPA IT Standards.

Daily job duties:

- Develop and generate all necessary drawings for integrated Audiovisual Systems.
- Coordinate with Project Manager to complete drawings accurately and within budgeted time.
- Research components as needed to create an accurate depiction.
- Ability to read and interpret electronic schematics and architectural blueprints.

Healthcare Operations Manager

Education/Experience: Bachelor's degree with a minimum of ten years work-related experience, at least two of which must have been supervising. Half of the related work experience must additional related to Healthcare and its challenges.

Daily job duties:

- Assist with technical design and price for proposals.
- Identify all cabling and miscellaneous materials needed for said project.
- Assist with development of miscellaneous material estimates as needed.
- Assist with development of labor estimates as needed.
- Has supervisory responsibility over technicians, installers, and apprentices.
- Responsible for scheduling technicians, installers and apprentices for various jobs.
- Management responsibility over project installation and maintenance coordination of installations.
- Maintenance of customer database with all pertinent data for each customer.
- Assists customers in their needs from operator education to troubleshooting problems.
- Trouble shoots commonly installed AV and security systems.

Healthcare Programmer

Education/Experience: Bachelor's Degree with a minimum of three years of work-related experience. Certified in various programming languages. Half of the related work experience must additional related to Healthcare.

Daily job duties:

- Control systems programming, proficient in programming languages (AMX and Crestron)
- Touch Panel Design.
- Interact with project manager and customer to arrive at a functional program.
- Read and interpret electronic schematics and architectural blueprints.
- Perform trouble shooting in the field.
- Advanced knowledge of signal flow for audio, video, and control.
- Ability to use test equipment to troubleshoot system problems.

Healthcare Project Manager

Education/Experience: Bachelor's degree with a minimum of eight years of Project Management experience, including at least three years in Project Management supervision; or 14 years of Project Management experience including at least four years of Project Management supervision. Half of the related work experience must additional related to Healthcare.

Daily job duties:

- Responsible for the installation and overseeing of all field personnel on the job site, providing a detailed work schedule for planning and allocation of labor and engineering/design support to sales staff and technicians.
- Coordinator of multiple jobs with the project management team, assigning all personnel to project teams, creating and enforcing quality control measures to field staff, control and maintain inventory, providing system training for the end user and installation of AV equipment.
- Performs Site Surveys and develops Installation/Man Power Schedules.
- Prepares and submits Purchase Requisitions, Material Inspection and Receiving Reports.
- Supervises, and prepares any and all Installation meetings with clients, engineers and technicians, and Quality Assurance Manager.
- Negotiates Scope and Contract Value with Subcontractors.

Healthcare System Commissioner

Education/Experience: HS/Vocational School Diploma with a minimum of three years of work-related experience; or Technical school graduate in electronics or computers with a minimum of one year of work-related experience. Half of the related work experience must additional related to Healthcare.

Daily job duties:

- Fine Tune and complete installation A/V components as directed by the Operations Manager.
- Ability to test integrated system and train client on use.
- Minor programming capability changes and troubleshooting.
- Fine tune and operate digital audio processing systems
- Ability to ensure all HIPPA guidelines are met.

ANCILLARY – Ancillary Supplies and/or Services

Installation Technician 1

Education/Experience: HS/Vocational School Diploma. Entry-level position.

Daily job duties:

- Responsible for installing, maintaining and repairing high-end video teleconferencing, audio, and other telecommunications and security equipment.
- Mechanical fabrication and Equipment Rack wiring to design specifications.
- Ability to test integrated system and train client on use.
- Minor programming capability changes and troubleshooting.

Installation Technician 2

Education/Experience: HS/Vocational School Diploma with a minimum of three years of work-related experience; or Technical school graduate in electronics or computers with a minimum of one year of work-related experience.

Daily job duties:

- Installs A/V components as directed by the Operations Manager.
- Accomplishes wiring and termination, cable pulls, soldering, equipment configuration/calibration, projection system alignment, audio and control system testing, troubleshooting and other tasks as required.
- Responsible for installing, high-end video teleconferencing, audio, and other telecommunications and security equipment.
- Mechanical fabrication and Equipment Rack wiring to design specifications.
- Ability to test integrated system and train client on use.
- Minor programming capability changes and troubleshooting.
- This level employee will have the capability to supervise other technicians and serve as site superintendent.

811212 – Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

Maintenance Specialist

Education/Experience: HS/Vocational School Diploma with a minimum of three years of work-related experience; or Technical school graduate in electronics or computers with a minimum of one year of work-related experience

Daily job duties:

- Maintain the existing installed A/V components as directed by the Operations Manager.
- Ability to test integrated system and train client on use.
- Minor programming capability changes and troubleshooting.
- Fine tune and operate digital audio processing systems
- Trouble shoots commonly installed AV and security systems.

Service Technician

Education/Experience: HS/Vocational School Diploma with a minimum of two years of work-related experience; or Technical school graduate in electronics or computers with a minimum of one year of work-related experience.

Daily job duties:

- Service A/V components as directed by the Operations Manager.
- Accomplishes wiring and termination, cable pulls, soldering, equipment configuration/calibration, projection system alignment, audio and control system testing, troubleshooting and other tasks as required.
- Responsible for servicing, high-end video teleconferencing, audio, and other telecommunications and security equipment.
- Ability to test integrated system and train client on use.
- Minor programming capability changes and troubleshooting.

Service Technician After Hours

Education/Experience: HS/Vocational School Diploma with a minimum of two years of work-related experience; or Technical school graduate in electronics or computers with a minimum of one year of work-related experience.

Daily job duties:

- Service A/V components as directed by the Operations Manager.
- Accomplishes wiring and termination, cable pulls, soldering, equipment configuration/calibration, projection system alignment, audio and control system testing, troubleshooting and other tasks as required.
- Responsible for servicing, high-end video teleconferencing, audio, and other telecommunications and security equipment.
- Ability to test integrated system and train client on use.
- Minor programming capability changes and troubleshooting.

Appendix C – Terms and Conditions

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates

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

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically

identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)(DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture

involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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

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

11. INVOICES

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

12. PAYMENTS

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

- a.** The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 54151S IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b.** Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.
- c.** The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

**TERMS AND CONDITIONS APPLICABLE TO HEALTH INFORMATION TECHNOLOGY (IT) SERVICES
(SPECIAL ITEM NUMBER 54151HEAL)**

Vendor suitability for offering services through the Health IT SIN must be in accordance with the following laws and standards when applicable to the specific task orders, including but not limited to:

- Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH)
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) and Special Publications
- Federal Information Security Management Act (FISMA) of 2002

1. SCOPE

- a. The labor categories, prices, terms and conditions stated under Special Item Number 54151HEAL Health Information Technology Services apply exclusively to Health IT Services within the scope of this Information Technology Schedule.
- b. This SIN is limited to Health IT Services only. Software and hardware products are out of scope. Hardware and software can be acquired through different Special Item Numbers on MAS Schedule Category F.
- c. This SIN provides ordering activities with access to Health IT services.
- d. Health IT Services provided under this SIN shall comply with all Healthcare certifications and industry standards as applicable at the task order level.
- e. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. ORDER

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

3. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of Health 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. All travel will be agreed upon with the client prior to the Contractor's travel.

4. INSPECTION OF SERVICES

In accordance 552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)(DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-

COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

RESPONSIBILITIES OF THE CONTRACTOR

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

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

6. INDEPENDENT CONTRACTOR

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

7. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

8. INVOICES

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

9. RESUMES

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

10. INCIDENTAL SUPPORT COSTS

Incidental support costs are not considered part of the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

11. APPROVAL OF SUBCONTRACTORS

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.

12. DESCRIPTION OF HEALTH IT SERVICES AND PRICING

- a.** The Contractor shall provide a description of each type of Health IT Service offered under Special Item Numbers 54151HEAL Health IT Services and it should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b.** Pricing for all Health IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: Health IT Subject Matter Expert

Minimum Experience: Ten (10) years.

Functional Responsibilities: Significant information technology consulting and clinical information system strategy and implementation experience. Experienced in client engagements representing a wide array of activities, related to professional information technology projects, in a healthcare/clinical environment, including strategic planning related to information technology systems and/or software, governance, process design/ redesign, clinical content development, and communications and training strategies for information technology solutions.

Minimum Education: Medical Doctor or Doctor of Osteopathic Medicine.

**TERMS AND CONDITIONS APPLICABLE TO ANCILLARY SUPPLIES AND /OR SERVICES
(SPECIAL ITEM NUMBER ANCILLARY)**

Non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be offered or purchased separately. Further, non-professional labor categories shall be offered under SIN ANCILLARY only and must be offered in conjunction with professional service SINs.

The Service Contract Labor Standards (SCLS) may be applicable to services offered under SIN ANCILLARY. The following language shall be included at the end or beginning of each detailed position description. "Non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

Ancillary supplies and/or services are support supplies and services which are not within the scope of any other SIN under the MAS schedule.

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE 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 811212)

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity locations within a 50 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 negotiated at the Task Order level.
- 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:

N/A

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 811212). 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 811212 (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.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- a. 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.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. 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 negotiated at the Task Order level.

e. QUANTITY DISCOUNTS

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

N/A

9. 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

1. 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.
2. 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)

1. If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.
2. 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 (PER HOUR)

	MINIMUM CHARGE	REGULAR HOURS	AFTER HOURS	SUNDAYS/HOLIDAYS
CONTRACTOR'S SHOP	<u>\$189.52</u>	<u>\$94.76</u>	<u>\$142.14</u>	<u>\$142.14</u>
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	<u>\$189.52</u>	<u>\$94.76</u>	<u>\$142.14</u>	<u>\$142.14</u>
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	<u>\$189.52</u>	<u>\$94.76</u>	<u>\$142.14</u>	<u>\$142.14</u>

*MINIMUM CHARGES INCLUDE 2 FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. 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 January 2020, at a discount of 0% from such listed prices.

11. 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.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period: N/A

12. 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.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 33411)**

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:

Appendix A – Price List – Products

- b. **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 requirement 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 33411.

- 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 post acceptance rights (1) within a reasonable time after the defect was discovered

or should have been discovered; and (2) before any substantial change occurs in the condition of the 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.

Crestron Products: 5 Year Warranty

- 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:

Collaborative AV
16063 Continental Blvd
South Chesterfield, VA 23834

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).