INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES
Small Business Participation
Valid through September 16, 2025
Contract Number 47QTCA20D00F4

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition 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:
   [X] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Orders:
Logical Operations Inc.
Attn: GSA Orders
3535 Winton Place
Rochester, NY 14623

Remittance:
Logical Operations Inc.
Attn: GSA Remittance
3535 Winton Place
Rochester, NY 14623
Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: (800) 456-4677.

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 078445433
Block 30: Type of Contractor - B. Small Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 90-0803332

4a. CAGE Code: 6QMX5

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

5. FOB ORIGIN

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:

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<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
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<tr>
<td>611420 (Courseware)</td>
<td>5 Days</td>
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b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS:

Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: 1 % - NET 20 days from receipt of invoice or date of acceptance, whichever is later.
b. Quantity None
c. Dollar Volume 1.5% for orders over $550,000
d. Government Educational Institutions None
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

10. SMALL REQUIREMENTS:

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

11. MAXIMUM ORDER (ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT PAYMENT.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is $550,000:
   Special Item Number 611420 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition
14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

(i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:
Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may
exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4,
paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser.
The Internet address is http://www.gsaadvantage.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: None
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 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 or 132-9.

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 www.logicaloperations.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 an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from dated . In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.
25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
   (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
   (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

   a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

   b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

   Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course. All orders are to be placed via the Online Store using account credentials. Any order placed via customer service will be accessed a $14 service fee.

3. TIME OF DELIVERY

   The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. RESCHEDULING

   The Services may be used only in connection with the training of authorized employees who have received a valid student IDs as specified in the Agreement. Student IDs may not be shared, except in the case of termination of employment, a Student ID and any active subscriptions associated with that Student ID may be reassigned to another employee.

5. FOLLOW-UP SUPPORT

   The Contractor offers one year.

   For courseware, the Contractor provides follow-up support via email at customerservice@logicaloperations.com or by phone at 800-456-4677 (available 8:00 AM – 5:30 PM EST).

6. PRICE FOR TRAINING

   The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement. All shipping charges will be accessed at time of ordering based on weight and ship to location. Shipping charges are subject to change.

7. INVOICES AND PAYMENT

   Invoices for training shall be submitted by the Contractor upon shipment actual books or email delivery of digital keys for training courses. All credit applications are viewed by the Finance Department for eligibility.

8. FORMAT AND CONTENT OF TRAINING

   a. The course title and a brief description of the course content, to include the course format (e.g., lecture,
discussion, hands-on training);
b. Mandatory and desirable prerequisites for student enrollment;
c. The minimum and maximum number of students per class;
d. Price (per student, per class (if applicable))

9. RETURNS

The Contractor shall provide the following information for each training course offered:

All book returns must have prior Logical Operations authorization. To obtain authorization, email customer service at customerservice@logicaloperations.com to obtain a Return Authorization Form (RMA). The form is completed and returned for review and processing. Logical Operations accepts returns of resalable books provided the books are the current version, in the original shrink-wrap, have no stickers attached, are not special orders, and have been purchased within the last three months. The full return policy is located at http://store.logicaloperations.com/faqs.

10. GRANT OF USE

The Contractor grants the ordering activity a non-exclusive, non-transferable, non-assignable license to use the Services for its internal purposes only, and not for a service bureau, facilities management, time-sharing arrangement. The services may be used in connection with the training of the authorized ordering activity employees who have received a valid student manual or a valid student access key. Any information, data or files relating to Services that may reside in standard World Wide Web browser cache as the result of an Authorized End-User receiving the Services may not be used for any purpose other than for training of such person.

The ordering activity shall not: (a) modify, adapt, translate, decompile, disassemble, reverse engineer any software provided in connection with the Services (the “Software”) or otherwise attempt to discover the source code of the Software; (b) rent, lease, assign, resell, distribute or sublicense the Services or the Software to any third party; (c) grant or permit access to the Services by any third party or any ordering activity employee other than an Authorized End-User; (d) use the Software for purposes other than for the administration and delivery of the Services to Authorized End-Users; (e) permit any of the Contractor’s training tutorials or any other text, multimedia images (graphics, audio and video), data and other information provided by the Contractor in connection with the Services (collectively, the “Licensed Materials”) to be downloaded for use other than in conjunction with the Services; (f) permit the Licensed Materials to be used other than by Authorized End-Users who have been activated or (g) permit the sharing of access keys by multiple end-users except in the case of unplanned termination of employment, in which case an access key and any active subscriptions associated with that access key may be reassigned to another employee.

10. GUARANTEE

If the ordering activity is not completely satisfied with the purchase of the courseware, the Contractor will resolve the problem to the ordering activity’s satisfaction, guaranteed. Any dissatisfaction with Logical Operations should be reported through customerservice@logicaloperations.com. All concerns are reviewed by the Quality Team and responded to within 24 hours.
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<th>SKU</th>
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