AUTHORIZED PROFESSIONAL AUDIO/VIDEO TELEMETRY/TRACKING, RECORDING/REPRODUCING AND SIGNAL DATA SOLUTIONS

UNICOM Government, Inc.
15010 Conference Center Drive
Suite 110
Chantilly, VA 20151-3852
Phone: (703) 502-2200 or (800) 999-4874
Fax: (703) 463-5920
GSA@unicomgov.com
www.unicomgov.com

Contract Number: GS-03F-0032W
Business Size: Large
Period Covered by Contract: 12/01/2019 – 11/30/2024

<table>
<thead>
<tr>
<th>Special Item No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>334310</td>
<td>Professional Audio/Video Products</td>
</tr>
<tr>
<td>334511T</td>
<td>Telecommunications Equipment</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>Ancillary Services</td>
</tr>
</tbody>
</table>

All terms and conditions from Schedule MAS Refresh 5 have been accepted.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are available on GSA Advantage™. Agencies can browse GSA Advantage! by visiting http://www.gsaadvantage.gov
SPECIAL ITEM NUMBERS

SPECIAL ITEM NUMBER 33410 – PROFESSIONAL AUDIO/VIDEO PRODUCTS

Photographic analog and digital Cameras and Imaging Systems and Services (Photo Instrumentation) - Provides for sale, lease and/or customization of specialized analog and digital, high definition, high-speed, photographic imaging equipment and systems including professional broadcast studio and location equipment used in a wide array of commercial, military and medical/industrial applications. Imaging and Recording Products include but not limited to high speed film and video cameras, photonics imaging systems, aerial and underwater recording systems, optoelectronic devices and imaging products, laser and photo detector imaging systems, biomedical imaging

SPECIAL ITEM NUMBER 334511T -- TELECOMMUNICATIONS EQUIPMENT

Includes telecommunications equipment and accessories, such as radar (except airborne), underwater, light, and laser equipment

FSC Group: 58
FSC CLASSES: 5820, 5835, 5836, and 5895

SPECIAL ITEM NUMBER ANCILLARY -- ANCILLARY SERVICES
INFORMATION FOR ORDERING ACTIVITIES 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 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.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns. This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

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

1. GEOGRAPHIC SCOPE OF CONTRACT

The geographic scope of this contract is domestic 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. We also offer overseas delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

2. ORDERING/CONTACT INFORMATION

UNICOM Government, Inc.
15010 Conference Center Drive
Suite 110
Chantilly, VA 20151-3852
Telephone: 703-502-2200
Email: GSA@unicomgov.com
www.unicomgov.com

Payment by electronic funds transfer (EFT) is the preferred method of payment.
Automated Clearing House (ACH) | Fedwire
---|---
Beneficiary (BNF) Name | UNICOM Government, Inc. | UNICOM Government, Inc.
BNF Location | Chantilly, VA, USA | Chantilly, VA, USA
BNF Account Number | 3301049480 | 3301049480
BNF Bank Name | Silicon Valley Bank | Silicon Valley Bank
BNF Bank Address | Santa Clara, CA | 3003 Tasman Drive
BNF Bank CSZ | Chantilly, VA, USA | Santa Clara, CA 95054
BNF Bank ABA R/T Number | 121140399 | 121140399
SWIFT Bank Identifier Code | SVBKUS6S | SVBKUS6S
BNF Bank POC | Any Operator | Any Operator
BNF Bank Telephone Number | 408-654-7400 | 408-654-7400

Contractor (herein after “UGI”) must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. UGI 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:

Toll Free: (800) 999-4874   Local: (703) 502-2200   FAX: (703) 463-5920

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: **10-793-9357**
Block 30: Type of Contractor: Large Business
Block 31: Woman-Owned Small Business: **No**
Block 37: Contractor's Taxpayer Identification Number (TIN): **54-1248422**
Block 40: Veteran Owned Small Business (VOSB): **No**
(a) CAGE Code: **8Y261**
(b) UGI has registered with the Central Contractor Registration Database, SAM.gov.

5. FOB DESTINATION

For both hardware and software, the F.O.B. point is destination (expedited delivery is FOB Origin - see paragraph 6) for all locations within the 48 contiguous states and the District of Columbia. For overseas locations and Alaska, Hawaii and the U.S. territories and commonwealths, the FOB point is destination to the port of embarkation within the continental U.S. or FOB Origin if UGI is required to effect shipment direct to locations outside the continental United States (OCONUS).
All CONUS shipments shall be made FOB Destination. Delivery for all APO/FPO locations shall be made FOB Destination to the APO/FPO shipping point or a designated CONUS U.S. Government forwarder.

NOTE: When ordering for overseas delivery, be sure to include the following information to expedite the delivery process:

(a) Name of individual to contact for order questions/clarifications
(b) Customer commercial phone number, with country and city code
(c) Customer facsimile number
(d) Voltage requirements (110V or 220V)
(e) Identify host system (manufacturer and model) when ordering software or peripherals

UGI reserves the right to charge an additional fee for inside delivery and deliveries to multiple buildings on one campus, site or location.

6. DELIVERY SCHEDULE

(a) UGI shall deliver to destination within 60 days after receipt of order (ARO), or as otherwise negotiated.

(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 UGI for the purpose of obtaining accelerated delivery. UGI shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by UGI in writing.) If UGI 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. Any such accelerated delivery shall be provided on a reimbursable basis.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted. Quantity discounts may be offered and negotiated between UGI and the ordering activity. All prices are net after all discounts have been deducted. The prices stated apply to all ordering activities.

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

Export packaging, if requested, is available outside the scope of the contract. Charges shall be provided upon request.
10. MINIMUM ORDER

There is a $100.00 minimum value on orders to be placed under this contract.

11. MAXIMUM ORDER

The Maximum Order value for each Special Item Number (SIN) is:

<table>
<thead>
<tr>
<th>Special Item No.</th>
<th>Description</th>
<th>Maximum Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>334310</td>
<td>Professional Audio/Video Products</td>
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<td>$250,000.00</td>
</tr>
</tbody>
</table>

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 UGI.

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 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 2003)

(a) Security Clearances: UGI 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: UGI 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, UGI 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, UGI 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: UGI 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, UGI’s participation in such order may be restricted in accordance with FAR Part 9.5.
(g) Documentation/Standards: UGI 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 UGI 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. GSA ADVANTAGE!

GSA Advantage!™ is an online, interactive electronic information and ordering system that provides 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 site at http://www.gsaadvantage.gov

16. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract 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) The procurement of open market items will not be governed by the terms of the GSA Schedule Contract.

17. 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) Original Equipment Manufacturer’s 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 in Manufacturer’s then current published specifications provided with the shipped product

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

18. 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:

(a) UGI shall not be subject to meeting specified delivery dates for overseas activities. Delivery schedules shall be negotiated between UGI and ordering activity.

(b) OEM warranty/guaranty and repairs, parts and services shall apply to overseas activities as available. Additional warranty, guaranty or services may be offered by UGI upon request. Upon request of UGI, the ordering activity may provide UGI 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 UGI’s technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

19. 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).

20. 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).

21. 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 separable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply.

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.

22. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in the Electronic and Information Technology (EIT) at: http://www.section508.gov/

23. 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.
24. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) UGI 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, UGI 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 UGI gives written notice to the Contracting Officer, whichever period is longer.

(c) UGI 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. UGI shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

25. 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)
GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SPECIAL ITEM NUMBERS

1. PARTIAL SHIPMENTS/PARTIAL PAYMENTS

UGI will attempt to ship all orders complete; however, this is not always possible. Agencies are advised that partial shipments may occur and UGI will invoice each partial shipment separately. The ordering agency must pay for each shipment as invoiced by UGI.

If the agency does not wish to accept a partial shipment, the agency should specify that the order is to ship complete. Specification of “No Partial Shipments” on a delivery order may result in delivery delays.

2. MARKING AND DOCUMENTATION

UGI’s standard shipping markings will include the following information:

<table>
<thead>
<tr>
<th>Ship to:</th>
<th>Box _____ of _____</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name/Location</td>
<td>Sold To Customer#</td>
</tr>
<tr>
<td>Ship to Building or Address</td>
<td>Purchase Order#</td>
</tr>
<tr>
<td>Ship to Address line 2</td>
<td>Customer PO#</td>
</tr>
<tr>
<td>Customer PO#</td>
<td>Contract Name</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>UGI Order#</td>
</tr>
<tr>
<td>Country</td>
<td>FOB Point</td>
</tr>
</tbody>
</table>

3. SUBSTITUTIONS

UGI may substitute, with the ordering activity’s approval, product of equal or greater functionality for an equal price than what was ordered. The substitute product must comply with the Trade Agreements Act provisions.

4. FAR AND GSAR CLAUSES

This contract incorporates all FAR and GSAR clauses from Schedule MAS Refresh 5.

5. ORDER ACCEPTANCE

UGI may reject an order written against this contract within 3 days after receipt if the order does not conform to the terms, conditions and pricing contained in this contract.
TERMS AND CONDITIONS APPLICABLE TO
PURCHASE OF PROFESSIONAL AUDIO/VIDEO PRODUCTS (SPECIAL ITEM NUMBER 334310)
AND TELECOMMUNICATIONS EQUIPMENT (SPECIAL ITEM NUMBER 334511T)

1. 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, UGI will be obligated to meet the delivery and installation dates specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

2. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the continental United States (CONUS), which is defined as the 48 contiguous states and the District of Columbia. Destination to port of exportation within the CONUS for overseas locations, including Alaska, Hawaii and the U.S. territories and commonwealths.

PACKING AND UNPACKING. The Government shall furnish such labor as may be necessary for packing, unpacking, and placement of equipment when in the possession of the Government.

For deliveries outside of CONUS and the District of Columbia, the term is FOB Point of Exportation (52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION – MAY 2003)

3. TECHNICAL SUPPORT

Limited end user technical support is available Monday through Friday, 8:00 a.m. to 6:00 p.m. Eastern Standard Time (EST). Call (800) 999-4874, and ask for Customer Service.

4. INSPECTION/ACCEPTANCE

(a) UGI installed equipment: Equipment shall conform to the Original Equipment Manufacturer’s then current published specifications provided with the shipped product. The ordering activity should give UGI a written notice of acceptance or rejection within thirty (30) calendar days following the in-service date. In-Service Date means the date on which UGI notifies the ordering activity that the UGI installed products are installed. The absence of an official written notice shall mean that acceptance has occurred.

(b) Customer installed or drop shipped equipment: Acceptance shall occur on the date of delivery of the product to the ordering activity.

5. WARRANTY

(a) The Original Equipment Manufacturer’s then current standard commercial warranty, and for the warranty period stated in the UGI pricelist, will apply to this contract.
(b) To the extent that UGI performs installation services with respect to its products, UGI warrants that those installation services will be carried out in a professional and workmanlike manner by qualified personnel. UGI installation services warranty period shall be thirty (30) days from the date of performance of the applicable installation.

(c) Limitation of Liability. UGI 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 UGI’s plant, the address is as follows: Any inspection and repair of defective equipment under this Warranty will be performed at the Original Equipment Manufacturers designated facility, if any, and only as specified in the OEM’s standard commercial warranty.

*UGI DOES NOT REPRESENT OR WARRANT WITH RESPECT TO ANY HARDWARE, EQUIPMENT OR THIRD PARTY PRODUCT, SOFTWARE OR SERVICES WHICH UGI MAY SUPPLY THAT THEY WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5 ABOVE, TO THE EXTENT PERMITTED BY LAW, UGI DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANT OF FITNESS FOR A PARTICULAR PURPOSE HEREUNDER.*

6. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the purchase price in effect at the time of order placement.

7. RESPONSIBILITIES OF THE CONTRACTOR

UGI 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.

8. TRADE-IN OF EQUIPMENT

When an ordering activity determines that 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). If UGI offers discounted pricing on new product(s) based on a promised equipment trade-in and sixty (60) days elapse after the promised delivery of the trade-in material, UGI reserves the right to charge the customer the full trade-in value.

9. PRODUCT RETURNS

Manufacturer warranty applies to defective products. UGI will not accept returns for defective product. (Refer to paragraph 5 WARRANTY.) Product may be returned if an error was made in ordering by the Government or in shipment by UGI. Returns will be accepted under the following conditions:

1. The return is requested within 30 days from the date of invoice, and
2. The product is unused, unopened and is returned to UGI in its original packaging, and
3. All items originally shipped with the product including booklets, instruction manuals and warranty information, are returned with the product.

All returns **must** be pre-approved by a UGI Customer Support Representative available at (800) 999-4874. The Government shall be prepared to provide the invoice number, serial number(s), UGI part number, product description and a brief synopsis of the problem to the Customer Support Representative.

Upon UGI Customer Support approval:
1. A Return Authorization (R.A.) number will be assigned. The R.A number must be clearly marked on the shipping label of the returned product. Any item received by UGI without a Return Authorization will be returned to the sender.
2. The Government shall ship the equipment to UGI immediately after receipt of the Return Authorization (R.A.) number but no later than forty-five (45) days from the date of invoice.
3. Returns will be inspected by UGI. Any returns which fail to meet any of the above mentioned requirements in paragraph 10.a.1 will not be accepted by UGI. The product will be returned to the Government, at the Government’s expense, and the Government will retain full financial responsibility for payment per terms of the delivery order and this contract.

If a product return is due to Government ordering error, the Government may be required to pay a restock fee of 15% in addition to freight to return the shipment to UGI.

**10. VENDOR/MANUFACTURER LIST**

A. BIAMP Systems
B. ClearOne
C. Crestron
D. UNICOM Government, Inc. (Professional Services under Special Item Number ANCILLARY)
TERMS AND CONDITIONS APPLICABLE TO
ANCILLARY SERVICES (SPECIAL ITEM NUMBER ANCILLARY)

NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

1. SCOPE

   (a) The prices, terms and conditions stated under Special Item Number ANCILLARY apply exclusively to audio-visual services within the scope of this Schedule.

   (b) UGI shall provide services at its facility and/or at the ordering activity location, as agreed to by UGI and the ordering activity.

2. PERFORMANCE INCENTIVES

   I-FSS-60 Performance Incentives (April 2000)

   (a) Performance incentives may be agreed upon between UGI 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 UGI 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 UGI. Incentives shall be based on objectively measurable tasks.

   (d) Performance incentive procedures do not apply to Time and Material or Labor Hour orders.

3. ORDER

   (a) Agencies may use written 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) UGI shall commence performance of services on the date agreed to by the UGI and the ordering activity.

   (b) UGI agrees to render services only during normal working hours, unless otherwise agreed to by UGI 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 UGI 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 UGI travel. UGI cannot use GSA city pair contracts.

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

(a) The Contracting Officer may, at any time, by written order to UGI, require UGI 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 UGI, 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, UGI 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 UGI, 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, UGI 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 UGI’s cost properly allocable to, the performance of any part of this contract; and
2. UGI 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/ACCEPTANCE OF SERVICES**

Each deliverable shall be presumed accepted (as defined in FAR 45.101 ten (10) days after receipt by the COR unless the COR otherwise notifies UGI of nonconformance. All such deliverables are subject to acceptance in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2018) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. **RESPONSIBILITIES OF THE CONTRACTOR**

UGI 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 (MAY 2014) Rights in Data – General, may apply.

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

9. **INDEPENDENT CONTRACTOR**

All IT Professional Services performed by UGI 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

UGI, upon completion of the work ordered, shall submit invoices for 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.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay UGI, 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 (OCT 2018) 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 (OCT 2018) 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 UGI 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 PROFESSIONAL SERVICES AND PRICING

UGI provides below a description of each type of Professional Service offered under Special Item Number ANCILLARY. Professional Services are presented in the same manner as UGI sells to its commercial and other ordering activity customers.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Effective 12/1/2019</th>
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</thead>
<tbody>
<tr>
<td>Audio-Visual Communications Member of Technical Staff</td>
<td>$88.14</td>
</tr>
<tr>
<td>Audio-Visual Communications Principal Member of Technical Staff</td>
<td>$97.24</td>
</tr>
<tr>
<td>Audio-Visual/Communications Technician 1</td>
<td>$42.28</td>
</tr>
<tr>
<td>Audio-Visual/Communications Technician 2</td>
<td>$65.57</td>
</tr>
<tr>
<td>Audio-Visual/Communications Technician 3</td>
<td>$74.64</td>
</tr>
<tr>
<td>CAD Operator</td>
<td>$53.86</td>
</tr>
<tr>
<td>Project Manager - Level 1</td>
<td>$56.48</td>
</tr>
<tr>
<td>Project Manager - Level 2</td>
<td>$75.75</td>
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<tr>
<td>Project Manager - Level 3</td>
<td>$84.93</td>
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<tr>
<td>Senior Project Manager</td>
<td>$114.45</td>
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</tbody>
</table>

Professional Services Labor Category Descriptions

AUDIO-VISUAL/COMMUNICATONS MEMBER OF TECHNICAL STAFF

Minimum/General Experience: Bachelor’s degree in Engineering or a related degree with 2-4 years’ experience; or Master’s degree in Engineering with 0-2 years’ experience or 7-9 years’ engineering experience.

Functional Responsibility: Mid-level position responsible for completing assigned tasks involving projects or proposals including the development of engineered solutions from specifications, a scope of work, illustration or other communications. From a customer, marketing, or sales initiative, additional responsibilities include: mentoring the work of all associate members of technical staff that may be assigned to a project. The mentoring function includes training, assisting with project tasks, giving guidance and direction, and shall be limited to areas of engineering and tasking.

<table>
<thead>
<tr>
<th>Education/Minimum Experience Equivalence</th>
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<tbody>
<tr>
<td>Education</td>
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<tr>
<td>Years of Experience</td>
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AUDIO-VISUAL COMMUNICATIONS PRINCIPAL MEMBER OF TECHNICAL STAFF

Minimum/General Experience: Bachelor’s degree in Engineering or a related degree with 5 years’ engineering experience, at least one of which must have included mentoring technical personnel; or Master’s degree in engineering or related field with 3 years’ experience, one of which must have been technical personnel; or 10-12 years’ engineering experience with at least two years mentoring technical personnel.

Functional Responsibility: Mid-level position responsible for completing assigned tasks involving projects or proposals. Responsible for mentoring the work of all Members of Technical Staff (MTS) that may be assigned under his/her projects. The mentoring function includes training, assisting with project tasks, giving direction and guidance, and facilitating the MTS assignments, and shall be limited to areas of engineering and tasking.

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<td>Years of Experience</td>
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</table>

AUDIO-VISUAL/COMMUNICATIONS TECHNICIAN 1

Minimum/General Experience: High School/Vocational school diploma with 0-1 year of work related experience.

Functional Responsibility: Responsible for installing, maintaining and repairing high end video teleconferencing, audio, and other telecommunications equipment.

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<td>Years of Experience</td>
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</table>

AUDIO-VISUAL/COMMUNICATIONS TECHNICIAN 2

Minimum/General Experience: High School /Vocational school diploma with 3-7 years’ work related experience; or technical school graduate in electronics or computers with 1-2 year’ work related experience.

Functional Responsibility: Responsible for installing, maintaining and repairing high end video teleconferencing, audio, and other telecommunications equipment. Capability to oversee the work of technicians.

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</table>
AUDI-VISUAL/COMMUNICATIONS TECHNICIAN 3

Minimum/General Experience: High School/Vocational school diploma with 9-10 years of work related experience; or Technical school graduate in electronics or computers with 3-4 years’ work related experience.

Functional Responsibility: Responsible for installing, maintaining and repairing high-end video teleconferencing, audio, and other telecommunications equipment. Capability to oversee the work of other technicians and serve as lead site installation technician.

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<td>Years of Experience</td>
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CAD OPERATOR

Minimum/General Experience: Associates in Art degree or Technical school graduate with 1 -3 years’ experience.

Functional Responsibility: Administrative and drafting duties including creation, modification, and maintenance /storage of CAD files for all jobs. Responsible for the development and maintenance of the CAD standards.

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PROJECT MANAGER – LEVEL 1

Minimum/General Experience: Bachelor’s degree preferably in a Management related discipline with 0-1 year project management; or 5-6 years project management experience.

Functional Responsibility: Provides technical and administrative assistance to the project management staff. Performs a variety of tasks to assist the project management staff to include: developing and maintaining budget and forecast information, developing and maintaining a system for workload tracking /forecasting, assisting with the development and submission of proposals, performing special studies and assignments as directed, and working with experienced Project Managers to learn project management processes and tools.

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**PROJECT MANAGER – LEVEL 2**

**Minimum/General Experience:** Bachelor’s degree with 2-4 years project management or a Master’s degree and 0-2 years’ experience or; 7-9 years project management experience.

**Functional Responsibility:** Responsible for cradle to grave management of assigned projects. He/she serves as POC with customers. Performs site surveys and develops installation/man power schedules. Oversees operations of video teleconferencing, unified communications and audio visual projects. Prepares and submits purchase requisitions material inspection and receiving reports/DD250’s. Supervises technical and operations teams. Prepares and chairs installation kickoff meetings with engineering and technician teams, purchasing and the quality assurance manager. Negotiates scope and contract value with sub-contractors. Prepares and submits proposals for equipment and installation projects.

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<td>Years of Experience</td>
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</table>

**PROJECT MANAGER – LEVEL 3**

**Minimum/General Experience:** Bachelor’s degree with 5-6 years project management or a Master's degree and 3-4 years’ experience at least one of which must have been mentoring project management personnel; or 10-11 years’ project management experience at least 3 years of which must have been mentoring project management personnel.

**Functional Responsibility:** Responsible for cradle to grave management of assigned projects. Serves as POC with customers. Performs site surveys and develops installation/man power schedules. Oversees operations of video teleconferencing, unified communications and audio-visual projects. Prepares and submits purchase requisition, material inspection and receiving reports/DD250’s. Supervises technical and operations teams. Prepare and chairs installation kickoff meetings with technical and operations teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors. Prepares and submits proposal for equipment and installation projects.

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</table>
SENIOR PROJECT MANAGER

**Minimum/General Experience:** Bachelor’s degree with 9 years project management experience including at least 3 years in project management supervision; or a Master’s degree and 7 years’ experience including 3 years’ project management supervision; or 14 years of project management experience including at least 4 years’ project management supervision.

**Functional Responsibility:** Responsible for cradle to grave management of assigned projects. He/she serves as POC with customers. Performs site surveys and develops installation/man power schedules. Oversees operation of video teleconferencing, unified communications, and audio-visual projects. Prepares and submits purchase requisitions, material inspection and receiving reports/ DD250’s. Supervises technical and operations teams. Prepares and chairs installation kickoff meeting with technical and operation teams, purchasing and quality assurance manager. Negotiates scope and contract value with sub-contractors. Prepares and submits proposals for equipment and installation projects.

<table>
<thead>
<tr>
<th>Education</th>
<th>PHD</th>
<th>MA/MS</th>
<th>BA/BS</th>
<th>AS</th>
<th>HS/GED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years of Experience</td>
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<td>9</td>
<td>1</td>
<td>14</td>
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