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

**SCHEDULE TITLE:**  Multiple Award Schedule

**FSC Classes/Product Codes:**  Class 5895: Miscellaneous Communication Equipment

**CONTRACT NUMBER:**  GS-35F-0033V

**CONTRACT PERIOD:**  September 13, 2019 - September 13, 2029

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at: http://fss.gsa.gov/.

**CONTRACTOR:**  sComm, Inc.
6238 Hadley St.
Raytown, Missouri 64133
Phone number:  816-350-7008
Fax number:  816-737-1790
E-Mail:  info@scomm.com
Website:  www.scomm.com

**CONTRACTOR’S ADMINISTRATION SOURCE:**  Emma Curry
6238 Hadley St.
Raytown, Missouri 64133
Phone number:  660-287-6470
Fax number:  816-737-1790
E-Mail:  emma@scomm.com

**BUSINESS SIZE:**  Small
CUSTOMER INFORMATION:

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

<table>
<thead>
<tr>
<th>NAICS</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>Purchasing of new electronic equipment Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.</td>
</tr>
<tr>
<td>811212</td>
<td>Maintenance of Equipment, Repair Services and/or Repair/Spare Parts Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment</td>
</tr>
</tbody>
</table>

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

- **33411**: UbiDuo Wireless 3 $2,658.76
- **811212**: Y Interface Power Cord/Charging Cable $43.00

1c. HOURLY RATES (Services only):

N/A

2. MAXIMUM ORDER*: $500,000

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $2,658.76

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

5. POINT(S) OF PRODUCTION: Albuquerque, New Mexico 87109 (Bernalillo County)

6. DISCOUNT FROM LIST PRICES: 3% Discount

7. QUANTITY DISCOUNT(S):

   - 20-49 UbiDuos: 5.5% Discount
   - 50+UbiDuos: 9% Discount

8. PROMPT PAYMENT TERMS: 1% net 30.

9. FOREIGN ITEMS: N/A
10a. TIME OF DELIVERY: sComm shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

- 33411 UbiDuo3 Wireless 30 Days
- 33411 UbiDuo 3 Wired 30 Days
- 33411 UbiDuo 3 TTS 1 30 Days
- 33411 UbiDuo 3 TTS 2 30 Days
- 811212 Accessories 30 Days

10b. EXPEDITED DELIVERY: The schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

10c. OVERNIGHT AND 2-DAY DELIVERY: The schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

10d. URGENT REQUIREMENTS: N/A

11. FOB POINT: 6238 Hadley St, Raytown, MO 64133

12a. ORDERING ADDRESS: sComm 6238 Hadley St, Raytown, MO 64133

12b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA’s) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

13. PAYMENT ADDRESS: sComm 6238 Hadley St, Raytown, MO 64133

14. WARRANTY PROVISION: Please see page 5.

15. EXPORT PACKING CHARGES: N/A


17. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

18a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):

<table>
<thead>
<tr>
<th>SIN 811212 Accessories</th>
<th>Replacement when original battery no longer functions</th>
<th>$69.87</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battery</td>
<td>Replacement power cord</td>
<td>$43.00</td>
</tr>
<tr>
<td>Y Interface Power Cord/Charging Cable</td>
<td>Case for the UbiDuo</td>
<td>$53.75</td>
</tr>
</tbody>
</table>

18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

19. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): 6238 Hadley St, Raytown, MO 64133

20. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

21. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A
22b. **Section 508 Compliance for Electronic and Information Technology (EIT):** Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): N/A

23. **DUNS NUMBER:** 556110935 and **CAGE CODE:** 4LX09

24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Client has a valid Registration.
Warranty Information
LIMITED WARRANTY FOR UBIDUO MODEL 200A HARDWARE AND ACCESSORIES ACQUIRED IN THE USA AND CANADA.

- sComm Inc. warrants and guarantees that the UbiDuo 2 produced in accordance with this Agreement will conform to the design specifications and will be of satisfactory quality and free from defects in quality of workmanship. Additionally, sComm warrants and guarantees that the UbiDuo 2 will meet and conform to all US and Canadian Government regulations, including FCC Regulations, for the manufacture, sale, and use of the UbiDuo 2 as an electrical device.
- The UbiDuo 2 shall be free of visible defects and scratches or dents that are visible in normal daylight room lighting conditions. The UbiDuo 2s shall be clean and free from grease or grime or discoloration. Should a UbiDuo 2 have any of the above listed cosmetic defects, sComm will remedy of provide a replacement UbiDuo 2.
- The UbiDuo 2 that is returned must be returned in its original container or container of similar structure and protective rigidity, transportation prepaid to the address provided by sComm within the warranty period and is found upon inspection to be defective in workmanship or material will be repaired or replaced free of charge at sComm’s option and, if necessary, return-shipped at the lowest cost transportation prepaid; or at sComm’s option, sComm will refund the purchase price. If inspection by sComm does not disclose any defect in sComm’s workmanship or material, then sComm’s regular service charges will apply.
- The forgoing warranty shall apply provided that no repairs, substitutions, modifications, or additions have been made to the UbiDuo 2 except by sComm and provided that after delivery to Customer the equipment has not been subject to Customer error or abuse in the operation of the equipment; failure to follow manufacturer’s installation, operation, or maintenance instructions; damage to the equipment from abuse, contamination by foreign matter, improper power, fire, explosions, accidents or events not arising under normal operating conditions; or damage arising from any other cause beyond sComm’s reasonable control.
- Items specifically excluded from this warranty and which will not be replaced or repaired free of charge include batteries and similar components subject to wear or burnout through normal use.
- The remedies set forth herein are conditioned upon the Customer notifying sComm of a breach of the warranty within the warranty period and upon the Customer making the equipment available to sComm for correction or repair of the breach.
- Warranty service during the warranty period shall be performed without charge to Customer during sComm’s normal business hours (8:00 A.M. to 5:00 P.M.), Monday through Friday, excluding any holidays observed by sComm. Outside of sComm's normal business hours, service may be requested, but is subject to the availability of sComm's personnel, and will be performed at sComm's prevailing premium service rates in effect at the time the service is performed.
- This warranty gives you specific legal rights, and you may also have other rights which vary from state to state (or jurisdiction to jurisdiction). sComm's responsibility for malfunctions and defects in hardware is limited to repair and replacement as set forth in this warranty statement. All express and implied warranties for the product, including but not limited to any implied warranties and conditions of merchantability and fitness for a particular purpose, are limited in time to the term of the limited warranty period of twelve months from the date reflected on your packing slip or invoice. No warranties, whether express or implied, will apply after the limited warranty period has expired. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.
- We do not accept liability beyond the remedies provided for in this limited warranty or for consequential or incidental damages, including, without limitation, any liability for third-party claims against you for damages, for products not being available for use, or for lost data or lost software. Our liability will be no more than the amount you paid for the product that is the subject of a claim. This is the maximum amount for which we are responsible.

LIMITED WARRANTY FOR UBIDUO 2 SOFTWARE ACQUIRED IN THE US AND CANADA.
- sComm warrants that the Software will perform substantially in accordance with the accompanying materials for a period of three hundred sixty five (365) days from the date of receipt. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, but only as to defects discovered during the period of this limited warranty (365 days). As to any defects discovered after the 365-day period, there is no warranty or condition of any kind.
- LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below and in the accompanying Limited Warranty and Return Policy documents. Except for any refund elected by sComm, you are not entitled to any damages, including but not limited to consequential damages, if the Software does not meet SComm’s Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose.
• YOUR EXCLUSIVE REMEDY. sComm and its suppliers’ entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at SComm’s option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, that does not meet this Limited Warranty and that is returned to sComm according to sComm’s instructions. You will receive the remedy elected by sComm without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the 2 to sComm). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and sComm will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with SComm’s warranty remedy procedures. To exercise your remedy, contact sComm by calling 1-866-505-7008 or through our website at www.scomm.com.

• DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, sComm and its suppliers provide the Software and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. Also, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement with regard to the software.

• EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. To The Maximum Extent Permitted By Applicable Law, In No Event Shall sComm Or Its Suppliers Be Liable For Any Special, Incidental, Punitive, Indirect, Or Consequential Damages Whatsoever (Including, But Not Limited To, Damages For Loss Of Profits Or Confidential Or Other Information, For Business Interruption, For Personal Injury, For Loss Of Privacy, For Failure To Meet Any Duty Including Of Good Faith Or Of Reasonable Care, For Negligence, And For Any Other Pecuniary Or Other Loss Whatsoever) Arising Out Of Or In Any Way Related To The Use Of Or Inability To Use The Software, The Provision Of Or Failure To Provide Support Or Other Services, Information, Software, And Related Content Through The Software Or Otherwise Arising Out Of The Use Of The Software, Or Otherwise Under Or In Connection With Any Provision Of This Eula, Even In The Event Of The Fault, Tort (Including Negligence), Misrepresentation, Strict Liability, Breach Of Contract Or Breach Of Warranty Of sComm Or Any Supplier, And Even If sComm Or Any Supplier Has Been Advised Of The Possibility Of Such Damages.
<table>
<thead>
<tr>
<th>Item:</th>
<th>Description</th>
<th>Price for Unit of 1 including IFF and Shipping</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIN 33411</td>
<td><strong>UbiDuo 3 Wireless</strong>&lt;br&gt;The UbiDuo 2 Wireless is a portable, wireless, peer-to-peer, battery powered, stand-alone communication device that facilitates simultaneous face-to-face communication between individuals who are deaf and hearing by means of 2 touch screen displays and 2 keyboards without needing the internet or WIFI.</td>
<td>$2658.76</td>
</tr>
<tr>
<td><strong>UbiDuo 3 Wired</strong>&lt;br&gt;The UbiDuo 2 Wired is a portable, peer-to-peer, battery powered, stand-alone communication device that facilitates simultaneous face-to-face communication between individuals who are deaf and hearing by means of 2 touch screen displays and 2 keyboards without needing the internet or WIFI.</td>
<td>$2,854.21</td>
<td></td>
</tr>
<tr>
<td><strong>UbiDuo 3 Text to Speech 1 (TTS 1)</strong>&lt;br&gt;The UbiDuo3 Text to Speech (TTS 1)&lt;br&gt;Standard wireless connection, 128MB total storage, an 8-hour lithium-polymer battery back, embedded hardware text-to-speech solution, industry-standard DECtalk text-to-speech synthesizer engine, up to nine pre-defined voices to choose from, variable speech rate and pitch, and built in volume control.</td>
<td>$4,124.67</td>
<td></td>
</tr>
<tr>
<td><strong>UbiDuo 3 Text to Speech 2 (TTS 2)</strong>&lt;br&gt;The UbiDuo3 Text to Speech (TTS 2) includes standard wireless connection, 128MB total storage, an 8-hour lithium-polymer battery back, embedded hardware text-to-speech solution, industry-standard DECtalk text-to-speech synthesizer engine, up to nine pre-defined voices to choose from, variable speech rate and pitch, and built in volume control. The UbiDuo3 TTS 2 also includes two text to speech modules and speakers to allow both parties to voice their thoughts to each other.</td>
<td>$7,838.31</td>
<td></td>
</tr>
<tr>
<td>SIN 811212 Accessories</td>
<td><strong>Battery</strong>&lt;br&gt;Replacement when original battery no longer functions</td>
<td>$69.87</td>
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<td><strong>Y Interface Power Cord/Charging Cable</strong>&lt;br&gt;Replacement power cord</td>
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<tr>
<td><strong>Carrying Case</strong>&lt;br&gt;Case for the UbiDuo</td>
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