

**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

**SIN 132-32 - TERM SOFTWARE LICENSES**

**FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE**

Large Scale Computers  
    Application Software  
    Electronic Commerce (EC) Software  
Microcomputers  
    Utility Software  
    Core Financial Management Software

**SIN 132-34 - MAINTENANCE OF SOFTWARE**

**SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D302 IT Systems Development Services  
FPDS Code D306 IT Systems Analysis Services  
FPDS Code D307 Automated Information Systems Design and Integration Services  
FPDS Code D308 Programming Services  
FPDS Code D310 IT Backup and Security Services  
FPDS Code D311 IT Data Conversion Services  
FPDS Code D316 IT Network Management Services  
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

**AMX INTERNATIONAL, INC.  
1664 1ST STREET  
IDAHO FALLS, ID 83405  
Telephone: 208-542-8241      Fax: 208-542-8206  
E-mail: [carolineterry@amxinc.com](mailto:carolineterry@amxinc.com)      Internet: <http://www.amxinc.com>**

Contract Number: **GS-35F-0219U**

Period Covered by Contract: **February 10, 2008 – February 9, 2013**



General Services Administration  
Federal Supply Service

Pricelist current through Modification # \_\_\_\_\_ dated \_\_\_\_\_.

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

**TABLE OF CONTENTS**

**Information for Ordering Offices ..... 5**  
**Special Notice to Agencies ..... 5**  
**Business Participation..... 5**  
**1. Geographic Scope of Contract ..... 5**  
**2. Contractor’s Ordering Address and Payment Information ..... 5**  
**3. Liability for Injury or Damage ..... 6**  
**4. Statistical Data for Government Ordering Office Completion of Standard Form 279 ..... 6**  
**5. FOB Destination ..... 6**  
**6. Delivery Schedule ..... 6**  
**7. Discounts ..... 6**  
**8. Trade Agreements Act of 1979, as amended..... 7**  
**9. Statement Concerning Availability of Export Packing ..... 7**  
**10. Small Requirements ..... 7**  
**11. Maximum Order ..... 7**  
**12. Use of Federal Supply Service Information Technology Schedule Contracts In Accordance with FAR 8.404..... 7**  
**13. Federal Information Technology/Telecommunication Standards Requirements ..... 7**  
**13.1 Federal Information Processing Standards Publications (FIPS Pubs) ..... 7**  
**13.2 Federal Telecommunication Standards (Fed-Stds)..... 7**  
**14. Security Requirements..... 8**  
**15. Contract Administration for Ordering Offices ..... 8**  
**16. GSA Advantage!..... 9**  
**17. Purchase of Incidental, Non-Schedule Items ..... 9**  
**18. Contractor Commitments, Warranties and Representations ..... 9**  
**19. Overseas Activities ..... 9**  
**20. Blanket Purchase Agreements (BPAs) ..... 10**  
**21. Contractor Team Arrangements ..... 10**  
**22. Installation, Deinstallation, Reinstallation..... 10**  
**23. Section 508 Compliance ..... 10**  
**24. Orders by Federal Government Contractors ..... 10**  
**25. Insurance-Work on a Government Installation (Jan 1997) (FAR 52.228-56 ..... 11**  
**26. Software Interoperability ..... 11**  
**27. Advance Payments ..... 11**

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. Inspection/Acceptance ..... 12**  
**2. Guarantee/Warranty ..... 12**  
**3. Technical Services ..... 15**  
**4. Software Maintenance ..... 15**  
**5. Periods of Term Licenses (132-32) & Maintenance (132-34) ..... 17**  
**6. Conversion from Term License to Perpetual License..... 17**

- 7. Term License Cessation ..... 17
- 8. Utilization Limitations ..... 18
- 9. Software Conversions..... 18
- 10. Descriptions and Equipment Compatibility ..... 19
- 11. Right-To-Copy Pricing ..... 19

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

- 1. Scope ..... 22
- 2. Performance Incentives ..... 22
- 3. Order ..... 22
- 4. Performance of Services ..... 22
- 5. Stop-Work Order (FAR 52.242-15) (AUG 1989) ..... 23
- 6. Inspection of Services..... 23
- 7. Responsibilities of Systems for Environmental Management, Inc. .... 23
- 8. Responsibilities of the Government ..... 23
- 9. Independent Contractor ..... 23
- 10. Organizational Conflicts of Interest ..... 24
- 11. Invoices..... 24
- 12. Payments ..... 24
- 13. Resumes ..... 24
- 14. Incidental Support Costs ..... 24
- 15. Approval of Subcontracts..... 24
- 16. Description of IT Services and Pricing..... 24
- 17. USA Commitment To Promote Small Business Participation  
Procurement Programs ..... 27

**USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS**

- Best Value Blanket Purchase Agreement Federal Supply Schedule ..... 28
- Blanket Purchase Agreement ..... 29
- Basic Guidelines for Using “Contractor Team Arrangements” ..... 30

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

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**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**Order From**

**AMX INTERNATIONAL, INC.  
1664 1ST STREET  
IDAHO FALLS, ID 83405**

**Remit To**

**AMX INTERNATIONAL, INC.  
1664 1ST STREET  
IDAHO FALLS, ID 83405**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. 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:

**208-542-8241**

### 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. STATICAL 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: 783564131**

**Block 30: Type of Contractor - B. Other Small Business**

Block 31: Woman-Owned Small Business - *No*

Block 36: Contractor's Taxpayer Identification Number (TIN): *82-0430164*

**4a. CAGE Code: 39FQ7**

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

### 5. FOB DESTINATION

### 6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	<u>2</u> Days
132-34	<i>As Agreed upon between contractor and the ordering activity.</i>
132-51	<i>As Agreed upon between contractor and the ordering activity.</i>

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: 2% 10, *Net 30 Days*
- b. Quantity: *NONE*
- c. Dollar Volume: *NONE*
- d. Government al Institutions: Government Educational Institutions are offered the same discounts as all other Government customers
- e. Other

### 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: None**

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.

**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 \$500,000:

**Special Item Number 132-32 - Term Software License**

**Special Item Number 132-34 - Maintenance of Software**

**Special Item Number 132-51 - Information Technology Services**

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

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

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

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

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

## **16. GSA ADVANTAGE!**

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

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

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

## **17. PURCHASE OF OPEN MARKET ITEMS**

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

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

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

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

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

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

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

## **19. OVERSEAS ACTIVITIES**

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

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

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

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

**21. CONTRACTOR TEAM ARRANGEMENTS**

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

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

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

**23. SECTION 508 COMPLIANCE.**

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

[www.amxinc.com](http://www.amxinc.com)

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The EIT standard can be found at: [www.Section508.gov/](http://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)

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

**1. INSPECTION/ACCEPTANCE**

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

**2. GUARANTEE/WARRANTY**

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

**SOFTWARE LICENSE AGREEMENT**

1. License. AMX grants to Client, and Client accepts a non-exclusive and non-transferable limited license to use the Software in accordance with the terms of this agreement.

2. Limitation on Use. Client is authorized to make copies of the Software for use by the Licensed Users, and to permit reasonable backup, archiving, and disaster recovery. The Software may be used only by Client. Upon request by AMX, Client shall furnish to AMX information requested by AMX to verify the compliance by Client with the terms of this Agreement.

Client will reproduce and include the copyright and restrictive legends used in the original Software and disks on all copies of the Software and disks. Client shall not:

- Reverse engineer any part of the Software;
- Distribute, sell or transfer any part of the Software; or
- Remove the copyright notice or any restrictive legend that appears in the Software or on any Disk.

Client shall notify AMX immediately of the full details of any unauthorized possession, use, or knowledge of any Software of which Client is aware. Client shall promptly assist AMX in preventing any recurrence and cooperate at AMX's expense in any litigation or other proceedings reasonably necessary to protect the rights of AMX and AMX's Licensors.

3. Payment. Will be in accordance with FAR Clauses 52.229-1, 3, 5 & (i) Payment.

4. Ownership. The Software has substantial monetary value and is proprietary to AMX or AMX's Licensor. The Software includes copyrighted works and trade secrets, and may include software for which a patent has been applied for or issued. The Software may also include copyrighted and proprietary material of third parties for which AMX has been granted a right to use and distribute. AMX and its Licensors own the Software and all intellectual property rights associated with the Software and retain all ownership rights associated with future upgrades, changes and enhancements, regardless of who makes the upgrade change, or enhancement. The Software license granted to Client under this agreement is a permissive use, and Client shall not acquire any right, title, or interest in the software as it currently exists or as may be modified from time to time. Client has NO ownership interests in the Software or any intellectual property rights associated with the Software.

5. Mutual Nondisclosure. Each party may, from time to time, furnish the other party with Confidential Information. Neither party will disclose or use the Confidential Information of the other. Each party will take reasonable steps to insure that the Software and Confidential Information of the other are not disclosed to any person other than employees of that party who have a need to know.

6. Warranties. AMX warrants that for a period of six (6) months following the date of delivery of the Licensed Software to Client's first designated site, the Licensed Software will perform substantially in accordance with the functionality indicated in the AMX Published Product Specifications, provided that:

- The Licensed Software has not been modified, changed, or altered by anyone other than AMX unless authorized by AMX in writing;
- The computer equipment is in good operating order and is installed in a suitable operating environment;
- The error or defect was not caused by Client or its agents, servants, employees, or contractors;
- Client promptly notified AMX of the error or defect after it was discovered; and
- All fees due to AMX have been paid.

7. Warranty Limitations. THIS AGREEMENT IS A LICENSE AND IS NOT A SALE OF GOODS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE CONTRACTOR WARRANTS AND IMPLIES THAT THE PRODUCT IS MERCHANTABILITY AND FIT FOR USE OF THE PARTICULAR PURPOSE DESCRIBED. AMX ALSO MAKES NO WARRANTY AS TO THE ADEQUACY OR CAPACITY OF THE DESIGNATED PROCESSOR OR AS TO THE PERFORMANCE OF THE LICENSED PRODUCTS ON THE DESIGNATED PROCESSOR TO THE EXTENT SUCH PERFORMANCE IS RELATED TO THE ADEQUACY OR CAPACITY OF THE DESIGNATED PROCESSOR. CLIENT ACCEPTS SOLE RESPONSIBILITY FOR THE USE OF THE SOFTWARE TO ACHIEVE CLIENT'S INTENDED RESULTS, AND ANY OMISSIONS, INADEQUACIES, OR PROBLEMS IN THE WRITTEN SPECIFICATIONS SUPPLIED BY CLIENT TO AMX.

8. Indemnities – warranty against infringement. AMX will defend, indemnify, and hold Client harmless from all expenses, costs, and losses arising from claim, suit, or proceeding brought against Client on the issue of infringement of any United States copyright or patent by the Licensed Software as supplied by AMX to Client, provided Client reasonable notifies AMX in writing of any such claim, suit, or proceeding and gives AMX full information and assistance in relation to it. AMX shall not be liable for any costs, expenses, and fees incurred by Client without the written authorization of AMX. AMX shall have the right to select counsel to defend all claims and shall have the right to settle those claims on such terms as AMX finds acceptable.

If Client is prevented, through settlement or court order or judgment from using the Licensed Product(s) due to an actual or claimed infringement of any patent, copyright or other intellectual property right, then at AMX's option, AMX shall promptly either:

- i. Procure for Client, at AMX's expense, the right to continue to use the Licensed Product(s);
- ii. Replace or modify the Licensed Product(s), at AMX's expense, so that the Licensed Product(s) become non-infringing; or
- iii. Terminate this Agreement and return Client's license fees for the infringing Licensed Product(s) in the event that neither (i) or (ii) are reasonably feasible.

THIS SECTION SHALL CONSTITUTE AMX'S ENTIRE WARRANTY AGAINST INFRINGEMENT AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO COPYRIGHT OR PATENT INFRINGEMENT.

9. Exclusive Remedy. Client shall have six (6) months following delivery of the Licensed Software to Client's first designated site to verify that the Licensed Software substantially conforms in functionality to the AMX Published Product Specifications. Client shall provide written notice of any

material nonconformance to AMX within this six (6) month period. Such notice shall be in sufficient detail to allow AMX to duplicate the nonconformance. AMX shall, at no additional charge, correct such nonconformance or provide a mutually acceptable plan for correction by sixty (60) days following the receipt of Client's notice by AMX. Should AMX fail to timely provide the correction or mutually acceptable plan, Client's sole and exclusive remedy shall be to terminate this Agreement as a default incapable of cure by written notice in accordance with the termination provisions of this agreement. Client shall be entitled to receive a refund of the License Fees paid. The notice of termination must be received by AMX within ten (10) days following the date for correction or plan for correction.

10. Limitation on Monetary Damages. AMX will not be liable for any lost profits, incidental, indirect, special, punitive, exemplary, or consequential damages. AMX's liability is limited to no more than the amount it has been paid by Client.

11. Arbitration. All disputes involving this Agreement shall be settled in accordance with the Contract Disputes Act of 1978.

12. Term and Termination. This Agreement shall be effective from the date of signing until terminated as follows:

- If either party materially breaches this Agreement, the other party may give written notice of its desire to terminate and the specific grounds for termination. If the party in default fails to cure the default within thirty (30) days of the notice, the other party may terminate this Agreement. Upon termination, the License to use the Software shall be immediately revoked and all Software and supporting materials will be returned to AMX. Confidentiality obligations shall survive this Agreement.

- In the event an Affiliate ceases to comply with the definition of Affiliate herein, AMX may, at its option, terminate this Agreement between AMX and the former Affiliate according to foregoing subparagraph.

- Immediately by AMX if Client breaches paragraphs 2, 3, 5, or 13 of this Agreement.

Upon termination all rights to use the Licensed Software shall immediately cease.

13. Export Control. Client shall not export, re-export, or otherwise transmit, directly or indirectly, any software, information, data, or other materials received under this Agreement except in full compliance with all United States and other applicable acts, laws, and regulations. Client shall indemnify, defend and hold harmless AMX from any loss, liability, cost or expense (including reasonable legal fees) related to any action arising from Client's failure to comply with this paragraph.

14. General. All disputes involving this Agreement, except actions arising under the patent and copyright provision of the U.S. Code or other applicable federal regulations shall be settled in accordance with the Contract Disputes Act of 1978.

Either party may, upon written notice to the other party, assign this Agreement to any Affiliate. Either party may assign this Agreement in the event of the sale of all or substantially all of its assets or equity. This agreement shall not otherwise be assignable.

15. Audit. On AMX's request, not more frequently than annually, Client shall furnish AMX with a signed certification (i) verifying that the licensed products are being used pursuant to the provisions in this agreement (ii) the number of licensed users. AMX reserves the right, to seek written confirmation from the client that the use of the software conforms to the stated use. If a certificate or audit reveals that client has underpaid fees, Client shall be invoiced for such underpaid fees at then current pricing for the actual number of users.

16. Definitions.

Affiliate(s): Entities controlled by Client or that are controlled in common with Client.

Confidential Information: Includes the following types of information:

- Actual and planned performance techniques, methods, functions, modules and algorithms used, or to be used, by either party;
- Computer installation and customization solutions and targets developed by either party;

- Methods and techniques developed by either party that are specific to that party or anyone with whom that party does business.
- Methods and technique of either party for providing training and technical support or installation of software;
- Software source code, design, algorithms, and documentation generated by AMX;
- Efficiency audits of computer system usage; and
- Any other information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- Confidential Information does not include information that has entered the public domain through no fault of Recipient or was independently developed by Recipient prior to the signing of this agreement.

Delivery: The shipment (FOB Destination) of the media containing the Licensed Products.

Published Product Specifications: All on-line help material included with the Licensed Software and all user, technical and training guides (in whatever media) associated with the Licensed Software, as they may exist from time to time.

Software: The Licensed Software, Developed Software, and Derived Products. Licensed Software are computer programs listed on Attachment A including future updates. The Licensed Software does not include Accessory Products. Accessory Products are programs delivered with the Licensed Software but require Client to sign a separate license agreement. Developed Products are programs or modifications to the Licensed Software developed by AMX for Client pursuant to the Agreement for Professional Services. AMX shall own all right, title and interest in any Developed Products. Derived Products are programs or modifications to the Licensed Software that are created through the use of a development tool licensed under this agreement and developed by Client, its employees or third party agents (not AMX).

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **877.399.7020** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available **weekdays from 8:00am to 5:00 pm, MST.**

### 4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

## SOFTWARE MAINTENANCE AGREEMENT

1. Start Date. This agreement shall start upon delivery of Software by AMX and full payment of the annual maintenance fees by Client. The agreement and maintenance coverage shall continue year to year so long as the, then current, annual maintenance fee is paid by Client prior to the end of the, then current, annual maintenance period. If it is not timely paid the agreement will not renew at the end of the annual term.

2. MAINTENANCE SERVICES. AMX will furnish the following maintenance service for the Software that is the subject of a separate Software License Agreement between the parties:

- AMX will correct any material coding errors found by Client in the Software, which are reasonably capable of correction and which affects the published use of the Software.
- AMX shall provide Client with the support level access specified in Attachment B to AMX's technical staff for consultation in the use and operation of the Software.
- AMX may provide in its discretion Updates that do not constitute new versions of the Software. Customer is responsible to install all upgrades to the Software.

Maintenance services do not include training, installation, consultation, and software modification and customization services. AMX will make these services available to Customer at its then-prevailing fees for Professional Services.

3. Limitations. All services under this agreement are subject to the following limitations and requirements:

- Client must notify AMX promptly following the discovery of the error or need for service;
- The Software must not have been modified by any party other than AMX; and
- The error was not caused by Client, any third party, hardware, or operating system failure or deficiency.
- The operating environment, including both hardware and systems software, meets AMX's recommended specifications;
- The computer hardware is in good operational order and is installed in a suitable operating environment;
- All fees due to AMX have been paid.

4. WARRANTY. AMX warrants that it will use its best efforts to perform the maintenance services in a timely and workmanlike manner.

5. WARRANTY DISCLAIMER. THIS AGREEMENT IS FOR SERVICES AND IS NOT A SALE OF GOODS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR THAT MAINTENANCE PROGRAMMING WILL EXECUTE ERROR FREE ARE EXPRESSLY DISCLAIMED.

6. EXCLUSIVE REMEDY. For any breach of warranty under Section 4, Client's sole and exclusive remedy and AMX's only obligation is to redo the maintenance services until they are performed in a good and workmanlike manner. In the event that these maintenance services cannot be provided within a reasonable time after notification, Customer's sole and exclusive remedy is to terminate this Agreement upon written notice to AMX. In that event, Client shall be entitled to receive a refund of all fees paid for the period beginning on the date the problem requiring correction was reported to AMX. AMX will not be liable for any lost profits, incidental, indirect, special, punitive, exemplary, or consequential damages. AMX's liability is limited to no more than the amount it has been paid by Client.

7. TERMINATION. This maintenance agreement can be terminated at the end of any annual period by 30 days notice from either party to the other. If either party materially breaches this Agreement, the other party may give written notice of its desire to terminate and the specific grounds for termination. If the party in default fails to cure the default within thirty (30) days of the notice, the other party may terminate this Agreement. Upon termination, AMX's responsibility for further maintenance shall cease.

Reinstatement of maintenance services after a lapse in coverage is subject to AMX's acceptance and reinstatement fee. Confidentiality obligations shall survive this agreement.

8. PAYMENT. Client will pay AMX the fees set forth on Attachment A. The fees shall be paid annually. All payments made under this Agreement are nonrefundable except as provided in Section 6, Exclusive Remedy.

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

**5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE Not Applicable**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the ordering activity.

**7. TERM LICENSE CESSATION Not Applicable**

- a. After a software product has been on a continuous term license for a period of \_\_\_\_\_ \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

**9. SOFTWARE CONVERSIONS - (132-32 AND 132-33) Not Applicable**

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

**10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

**11. RIGHT-TO-COPY PRICING**

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

**Not applicable**

# PayPoint

<b>Total Users</b>	<b>Total License Price</b>	<b>Annual Maintenance</b>
1	\$22,265.75	\$ 5,186.61
2	\$22,900.32	\$ 5,334.45
3	\$23,471.53	\$ 5,467.48
4	\$24,005.05	\$ 5,591.76
5	\$24,512.88	\$ 5,710.06
6	\$25,000.16	\$ 5,823.57
7	\$25,471.16	\$ 5,933.28
8	\$25,929.32	\$ 6,040.01
9	\$26,376.35	\$ 6,144.14
10	\$26,813.10	\$ 6,245.88
20	\$30,817.51	\$ 7,178.67
30	\$34,421.99	\$ 8,018.30
40	\$37,789.26	\$ 8,802.67
50	\$40,990.39	\$ 9,548.35
60	\$44,065.63	\$10,264.70
70	\$47,038.97	\$10,957.31
80	\$49,928.38	\$11,630.37
90	\$52,746.71	\$12,286.88
100	\$55,502.52	\$12,928.82
200	\$80,768.15	\$18,814.23
300	\$103,512.62	\$24,112.35
400	\$124,760.14	\$29,061.77
500	\$144,958.60	\$33,766.83
600	\$164,359.77	\$38,286.16
700	\$183,121.24	\$42,656.48
800	\$201,352.60	\$46,903.31
900	\$219,132.66	\$51,045.02
1,000	\$236,521.35	\$55,095.56

# eBill ePay

<b>Total Population</b>	<b>Total License Price</b>	<b>Annual Maintenance</b>
10,000	\$9,639.36	\$ 2,245.40
20,000	\$10,502.58	\$ 2,446.48
30,000	\$11,299.87	\$ 2,632.20
40,000	\$12,058.62	\$ 2,808.95
50,000	\$12,788.25	\$ 2,978.91
60,000	\$13,496.47	\$ 3,143.88
70,000	\$14,186.71	\$ 3,304.67
80,000	\$14,862.39	\$ 3,462.06
90,000	\$15,526.08	\$ 3,616.66
100,000	\$16,177.78	\$ 3,768.47
200,000	\$22,288.87	\$ 5,192.00
250,000	\$25,155.16	\$ 5,859.67
300,000	\$27,936.67	\$ 6,507.60
400,000	\$33,302.71	\$ 7,757.57
500,000	\$38,470.08	\$ 8,961.27
600,000	\$43,482.44	\$10,128.85
700,000	\$48,371.49	\$11,267.71
800,000	\$53,156.05	\$12,382.23
900,000	\$57,851.56	\$13,476.01
1,000,000	\$62,469.13	\$14,551.63
2,000,000	\$105,728.91	\$24,628.62
3,000,000	\$145,711.35	\$33,942.17
4,000,000	\$183,703.57	\$42,792.13
5,000,000	\$220,281.92	\$51,312.73
6,000,000	\$255,771.81	\$59,579.79
7,000,000	\$290,380.49	\$67,641.57
8,000,000	\$324,253.55	\$75,532.00
9,000,000	\$357,495.46	\$83,275.41
10,000,000	\$390,185.86	\$90,890.35

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

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

**2. PERFORMANCE INCENTIVES**

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

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the

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

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

## **6. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

## **9. INDEPENDENT CONTRACTOR**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

- a. Definitions.

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

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

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

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

## **11. INVOICES**

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

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

## **15. APPROVAL OF SUBCONTRACTS**

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

## **16. DESCRIPTION OF IT SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other

ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

### **Systems Integration**

The System Integration team is responsible for network architect, custom modification, system testing, and integration.

Implementing systems knowledge helps to facilitate supporting a client's system needs and runtime services, as well as expand the overall business solutions. With this knowledge AMX can provide services for:

- Data center design
- IT process improvement
- Software design
- Middleware integration
- Database management
- Network infrastructure

### **Technical Services**

Technical services include expertise to design, develop and implement a wide range of standalone and enterprise solutions utilizing proven methodologies and technologies. Some of our specific focus areas include:

- Web applications and development
- .NET solutions
- Application and systems development
- New installations and upgrades
- Retrofits and conversions
- Custom modifications and enhancements
- Interoperability, collaboration and interfaces
- Enterprise and financial report writing
- Technical training
- Technical writing & user documentation
- Rapidly articulate business needs into custom development of business systems.
- Program and test RPG code.
- Provide expertise to perform technical tasks necessary to upgrade/implement systems.
- Custom Systems Development.
- Best business development of standards and methodologies.
- Product development, which includes Development, QA, Training and Help Desk support.
- Collaborative Application Development (PCAD):
- Expertise in custom modifications and systems integration.
- Custom interfaces and writing custom data conversion programs.

AMX possesses extensive expertise in upgrading custom interfaces and writing custom data conversion programs with related services in:

- E-business Solutions
- .NET Solutions
- New Installations and Upgrades
- Retrofits and Conversions
- Custom Modifications
- Interfaces
- Enhancements
- Report Writing
- Seagull GUI and Walk Development

- Technical Training
- Technical Writing and User Documentation
- Development in Windows NT – 98- 95, Visual Basic, C, C++, HTML, XML, Java, RPG/400
- Database Tools in MSSQL, Access, SQL, DFU and Query
- Web Application Development tools including Cold Fusion and Active Server Pages

b. Pricing for all IT Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

**Professional Services - Technical Consultant**

Minimum/General Experience – At least one year of distinguished programming and analysis experience.

Functional Responsibility – Incumbents in this class perform programmer functions and provide conceptual solutions to existing or anticipated problems in designing, developing, modifying, and implementing applications; acquire and utilize expertise to provide technical training to clients and technical team members.

Minimum Education – Four-year degree in Computer Science or Computer Information Systems.

**Professional Services - Systems / Software Engineer**

Minimum/General Experience – At least one year of IT Technical support experience.

Functional Responsibility – Incumbents in this class perform software and system engineering and provide conceptual solutions to existing or anticipated problems in designing, developing, modifying, and implementing technical solutions; acquire and utilize expertise to provide technical training to clients and technical team members.

Minimum Education – Four-year technical degree.

**AMX provides all professional services for a flat hourly rate, which covers all systems integration and application customization support. We provide all required technical expertise for this one flat rate.**

**Professional Services –Continental US ..... \$126.95/hour**

**Professional Services –Alaska, Hawaii, US territories ..... \$149.61/hour**

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

PREAMBLE

AMX International provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Todd Ledet, PMO Manager, Phone: 208-542-8238; Fax: 208-542-8638; email: [todd.ledet@amxinc.com](mailto:todd.ledet@amxinc.com).**



BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.

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BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

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