



## Authorized Federal Supply Service

Information Technology Schedule Pricelist

General Purpose Commercial information Technology Equipment, Software and Services

General Description of the Commodities and Services Offered

Application SIN, FSC Classes and FPDS Codes

Special Item No.	Description	FSC/FPDS Classes
132-8	Purchase of Equipment	5805 Telephone and Telegraph Equipment 5810 Communications Security Equipment and Components 5820 Radio and television Communication Equipment, Except Airborne 5895 Miscellaneous Communications Equipment 5995 Communication Equipment Cable 7010 System Configuration 7025 - Input/Output and Storage Devices 7042 - Mini and Micro Computer Control Devices N070 Installation for Equipment
132-12	Maintenance of Equipment	J070
132-33/34	Perpetual Software Licenses	7030
132-34	Maintenance of Software	
132-50	Training Courses	U012
132-51	Information Technology Professional Services	D302 IT Systems Development Services D306 IT Systems Analysis Services D308 Programming Services D311 IT Data Conversion Services D316 IT Network Management Services



### VIDE CORPORATION

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Plano, TX 75093  
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Web: [www.videcor.com](http://www.videcor.com)

Contract Number: GS-35F-0277S

Period Covered by Contract: March 6, 2006 through March 5, 2011

Pricelist current through Modification PO-0001 dated October 20, 2006

General Services Administration  
Federal Supply Service

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/>

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# INFORMATION FOR ORDERING OFFICES 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](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://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:

48 Contiguous States

### 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

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 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:

Ordering Addresses:

VIDE Corporation  
5068 W. Plano Parkway  
Suite 300  
Plano, TX 75093

Payment Addresses:

Mailing: VIDE Corporation  
5068 W. Plano Parkway

Suite 300  
Plano, TX 75093

or

Lockbox: VIDE Corporation  
JPMorgan Chase, N.A.  
5976 WEST PARKER RD  
PLANO, TX 75093  
Account Number 00000000  
ABA No. 0000000  
SWIFT: xxxxxxx  
Contact: Melba Graham  
972-378-2017

The Government purchase cards will be acceptable for payment above the micro-purchase threshold.

The telephone numbers to be used by ordering agencies to obtain technical and/or ordering assistance:

TEL: 214-428-9600  
FAX: 214-260-6009  
EMAIL: aeh@videcor.com

### 3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule  
Block 16: Data Universal Numbering System (DUNS)Number: **82-912-4838**  
Block 30: Type of Contractor **A–Small Disadvantaged Business, SBA 8(a), and DBE**  
Block 31: Woman-Owned Small Business – **NO**  
Block 36: Contractor's Taxpayer Identification Number (TIN) **75-2910412**

**4a.** CAGE Code: **1VLR5**

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

### 5. FOB DESTINATION

Shipment within the 48 Contiguous states and District of Columbia will be FOB Destination.

### 6. DELIVERY SCHEDULE

**a.** TIME OF DELIVERY: VIDE Corporation 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)
132-8	90 Days unless otherwise noted.
132-12	90 Days unless otherwise noted
132-33/34	90 Days unless otherwise noted
132-51	As negotiated between ordering activity and VIDE

Expedited Delivery Time. Expedited deliveries will be addressed on a case-by-case basis.  
Overnight and 2-Day Delivery Times: Contact VIDE to ascertain the availability of personnel to fulfill this service request.

**b. URGENT REQUIREMENTS:**

i) When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact VIDE Corporation for the purpose of obtaining accelerated delivery. VIDE Corporation shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by VIDE Corporation in writing.) If VIDE Corporation offers an accelerated delivery time acceptable to the ordering agency, 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.

ii) Ordering agencies will be required to pay any differential between normal freight charges and express charges where express deliveries are requested by the Government outside the normal commercial delivery process and accepted by VIDE Corporation.

**7. DISCOUNTS**

Prices shown in the Schedule Pricelist(s) are NET Prices after all discounts have been deducted. Government Educational Institutions are offered the same discounts as being offered to GSA.

- a. Prompt Payment: 0% Net 30
- b. Quantity: None
- c. Dollar Volume: None
- d. Other: None

**8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: OUTSIDE THE SCOPE OF THIS CONTRACT**

Export packing, if required and ordered, is available outside the scope of this contract.

**10. SMALL REQUIREMENTS**

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

**11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order value for the following Special Item Numbers (SINs) is listed below:

SIN 132-8	Purchase of Equipment	\$500,000
SIN 132-12	Repair Parts	\$500,000
SIN 132-33	Perpetual Software License	\$500,000
SIN 132-34	Software Maintenance License	\$500,000
SIN 132-50	Training	\$25,000
SIN 132-51	Information Technology (IT) Professional Services	\$500,000

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

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

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

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

### **13. FEDERAL INFORMATION TECHNOLOGY COMMUNICATIONS STANDARDS REQUIREMENTS**

Federal departments and agencies 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 offices, shall be responded to promptly by VIDE Corporation.

#### **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: VIDE Corporation 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: VIDE Corporation 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, VIDE Corporation 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, VIDE Corporation 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: VIDE Corporation 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, VIDE Corporation's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: VIDE Corporation 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 VIDE Corporation.

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:

- (a) Orders for the products and services shall be accepted solely at the option of VIDE Corporation.
- (b) In place of an installation date for equipment and delivery date for software licenses, a shipping date (date of availability for shipment when using Ordering activity transportation) shall be used for equipment and software licenses.
- (c) VIDE Corporation will invoice the ordering activity on the shipping date for equipment and software.
- (d) VIDE Corporation shall provide shipment of equipment to the domestic point of embarkation at no additional charge. The responsibility and cost for transportation outside the United States shall be borne by the ordering activity.
- (e) The Traffic Management Officer (TMO), Transportation Officer (TO) or other appropriate U.S. Government authority at the first destination delivery point shall be responsible for (i) processing appropriate custom documents, (ii) the performance of clearance procedure for all equipment, and (iii) for such maintenance parts as required to perform maintenance and warranty services, as may be ordered under this contract.
- (f) During any period that shipment of equipment, repair parts, or spare parts to the ordering activity's location is under the control of the Government outside the 48 contiguous states, the Government shall be responsible for loss or damage to such equipment, repair parts, or spare parts unless such loss or damage is due to the fault or negligence of VIDE Corporation.
- (g) The Government agrees to have the ordering activity's site prepared in accordance with VIDE Corporation's written site specifications before the shipping/ installation date.
- (h) Maintenance prices and warranty for equipment overseas shall be separately priced.

Upon request of VIDE Corporation, the ordering activity may provide VIDE Corporation 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 VIDE Corporation'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.videcor.com](http://www.videcor.com).

## 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 VIDE Corporation 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) VIDE Corporation 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, VIDE Corporation 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 30days after the insurer or VIDE Corporation gives written notice to the Contracting Officer, whichever period is longer.
- (c) VIDE Corporation 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. VIDE Corporation 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 PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

## 1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

## 2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, VIDE Corporation will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

## 3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

## 4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, VIDE Corporation's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

The ordering activity, at its own expense, will provide:

- (i) Access to the installation location for equipment and personnel at times mutually agreed to by VIDE Corporation and the ordering activity.
- (ii) Adequate workspace, heat, light, ventilation and electrical outlets.
- (iii) A secured and protected area for storage of tools and equipment near the installation location, if required.
- (iv) Installation is normally scheduled between 8 a.m. and 5 p.m., Monday through Friday, excluding VIDE Corporation and Government holidays. Any installations scheduled outside normal business hours at the ordering activity's request, or because of ordering activity's caused delays, are subject to premium charges outside the scope of this contract.

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

c. OPERATING AND MAINTENANCE MANUALS. VIDE Corporation shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

## **5. INSPECTION/ACCEPTANCE**

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

VIDE Corporation shall only tender for acceptance those items that conform to the requirements of this contract. Acceptance will be deemed to have occurred:

- (a) On the tenth calendar day after shipment where VIDE Corporation is not providing installation;
- (b) On the installation date where VIDE Corporation is responsible for the installation, or
- (c) Except where otherwise shown in this Schedule.

## **6. WARRANTY**

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

b. VIDE Corporation warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

The warranty provided does not cover repair for damages, malfunctions, or service failures caused by:

- (i) Actions of non-VIDE Corporation personnel;
- (ii) Attachment of non-manufacturer's certified equipment to the products;
- (iii) Abuse, misuse, or negligent acts;
- (iv) Fire, explosion, pest damage, power failures, power surges, lightning, strike or labor dispute, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of products, or other causes beyond VIDE Corporation control whether or not similar to the foregoing.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, VIDE Corporation will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(i) The entire liability of VIDE Corporation and exclusive remedy of the Government for breach of the above warranty shall be the repair or replacement of the equipment. Provided, however, that in the event that such remedy for breach of warranty fails of its essential purpose, VIDE Corporation shall then, as Government's sole and exclusive remedy, and upon retuning the defective equipment, reimburse the Government for that part of the equipment as to which the Government has a claim, in the amount not to exceed the purchase price of the equipment.

d. If inspection and repair of defective equipment under this warranty will be performed at the Supplier's plant, in accordance with the supplier's standard commercial practice, and defective equipment will be repaired or replaced after receipt.

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

## **8. RESPONSIBILITIES OF VIDE CORPORATION**

VIDE Corporation shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

## **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

## **10. TERMS AND CONDITIONS RELATED TO VIDE CORPORATION WARRANTY**

### **a. Hardware Warranty**

(i) VIDE Corporation warrants that for twelve (12) months from the shipment date of hardware products (the "Warranty Period"), the products will operate in accordance with the manufacturer's standard specifications or documentation.

(ii) With respect to hardware products not manufactured by VIDE Corporation, VIDE Corporation, to the extent permitted, shall assign the ordering activity any warranties given by the vendor of such products.

(iii) When VIDE Corporation performs the installation, the warranty period begins on the date of installation. If customer schedules or delays installation by VIDE Corporation more than 30 days after delivery, warranty begins on 31st day after delivery.

(iv) If a product does not operate in accordance with the manufacturer's standard specifications or documentation during the warranty period, VIDE Corporation, will have such product either repaired or replaced, at its sole option, without charge for material or labor when it is returned accompanied by a serial number, documentation of the delivery date, or other evidence satisfactory to VIDE Corporation that such product remains entitled to warranty protection.

(v) If a product fails in service during the warranty period, the customer is responsible to (remove/de-install) the (product/ part) and ship the defective piece back to a VIDE Corporation site. Shipping expenses back to factory and installation of the replacement (part/product) is the responsibility of the customer.

(vi) Replacement products or product components may, at VIDE Corporation's option, be new, factory reconditioned, refurbished, remanufactured, or functionally equivalent and will be furnished only on an exchange basis. Any removed products or product components will become the property of VIDE Corporation.

### **b. Dead on Arrival Policy (DOA)**

(i) A product is considered Dead on Arrival (DOA) anytime the product fails to boot up when removed from the shipping container.

(ii) When a product is DOA, a new replacement will be provided to the customer by VIDE Corporation.

(iii) VIDE Corporation will be responsible for de-installation and shipping costs for DOA products installed by VIDE.

(iv) When the customer has self-installed a product and it has been determined and confirmed by VIDE Corporation as a DOA, deinstallation will be the ordering activity's responsibility; shipping charges will be VIDE Corporation's responsibility.

### **c. Warranty Exclusions**

(i) Except as stated in the above warranty, VIDE Corporation and its affiliates make no warranties, express or implied, and specifically disclaim any warranty of merchantability or fitness for a particular purpose. Your sole and exclusive remedy shall be VIDE Corporation obligation, if any, to repair, replace or refund as set forth in the warranty above.

(ii) The warranty provided above does not cover repair for damages malfunctions caused by (1) actions of personnel other than VIDE Corporation personnel or personnel of the third party to which VIDE Corporation assigned or subcontracted its warranty obligations; (2) the attachment to the Product(s) of non-manufacturer's certified equipment or software; (3) your failure to follow VIDE Corporation's or the manufacturer's installation, operation or maintenance instructions, including but not limited to, air conditioning, humidity control or other similar environmental situations; (4) failure of products not sold by VIDE Corporation; (5) abuse, misuse or negligent acts of non-VIDE Corporation personnel; (6) power failures or surges, lightning, fire, flood, pest damage or accident; or (7) force majeure conditions. In addition, VIDE Corporation is not obligated to provide warranty service if you modify the product or software.

(iii) VIDE Corporation will not be liable for any lost profits or revenue of any kind or lost savings, or any incidental, special, exemplary damages or other consequential damages, even if VIDE Corporation or its authorized supplier has been advised of the possibility of such damages. VIDE Corporation will not be liable for any damages claimed by you based on any third-party claim.

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT(SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of VIDE Corporation's service points. If any additional charge is to apply because of the greater distance from VIDE Corporation's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Supplier's plant(s) listed in accordance with their standard commercial terms.

**2. MAINTENANCE ORDER**

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. VIDE Corporation shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by VIDE Corporation as prescribed by this paragraph, the order shall be considered to be confirmed by VIDE Corporation.
- b. VIDE Corporation shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by VIDE Corporation; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to VIDE Corporation, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify VIDE Corporation in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

**3. LOSS OR DAMAGE**

When VIDE Corporation removes equipment to his establishment for repairs, VIDE Corporation shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

#### **4. SCOPE**

a. VIDE Corporation shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by VIDE Corporation, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by VIDE Corporation, if the equipment was under VIDE Corporation's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under VIDE Corporation's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

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

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by VIDE Corporation.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

#### **6. RESPONSIBILITIES OF VIDE CORPORATION**

For equipment not covered by a maintenance contract or warranty, VIDE Corporation's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

#### **7. MAINTENANCE RATE PROVISIONS**

a. VIDE Corporation shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

##### **b. REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

##### **c. AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

##### **d. TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and VIDE Corporation's service area, the charge will be:

In accordance with the Joint Travel Regulation (JTR) and Federal Travel Regulations (FTR).

#### **8. INVOICES AND PAYMENTS**

##### **a. Maintenance Service**

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

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

# TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

## 1. INSPECTION/ACCEPTANCE

VIDE Corporation 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, or (3) acceptance will otherwise be deemed to have occurred:

- a. On the tenth calendar day after shipment of licensed programs not having a testing period, or
- b. For licensed programs having a testing period, on the day following the last day of the testing period or the first day of productive use, which ever occurs first.

## 2. GUARANTEE/WARRANTY

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

VIDE Corporation warrants that the software will perform substantially in conformance with the manufacturer's published specifications for 1 year. VIDE Corporation warrants that any hardware supplied by VIDE Corporation will enable the software to perform substantially in accordance with the manufacturer's published specifications for the duration of the software warranty. VIDE Corporation's sole responsibility for breach of this warranty shall be, at VIDE Corporation's discretion, repair or replacement of the software or hardware to assure conformance with this warranty or refund the fees paid therefore.

- b. VIDE Corporation 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, VIDE Corporation will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

## 3. TECHNICAL SERVICES

VIDE Corporation, without additional charge to the ordering activity, will provide 1<sup>st</sup> tier technical support for the purpose of providing user assistance and guidance in the implementation of the software.

a. Technical services are available during the offered warranty period and as part of software maintenance and support offers. Technical support is available 9 hours per day from 8:00 a.m. to 5:00 p.m. CST/CDST, Monday – Friday.

b. Technical services for ordering activities outside the warranty period and not having a software maintenance agreement are available through the software engineering rates below. The engineering support will be accomplished through an order received from the Government in response to a firm fixed price or time and material quote using the rates below.

- (i) Application System Analyst/Programmer - \$115.76
- (ii) Software Engineer – \$111.35 per hr.

## 4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

(i) VIDE Corporation's software maintenance services provide the ordering activity support through combinations of telephone consultation, electronic mail, and Internet services. Deliverables include:

(1) Technical assistance in resolving documentation, installation, configuration, and usability issues; diagnosing problems and providing workarounds or fixes when defects are identified; diagnosing interoperability issues and providing workarounds when possible; and identifying and processing requests for new product features. Technical assistance is available Monday through Friday, 9 hours per day, 8 a.m. – 5 p.m. CST/CDST.

(2) Up to three, named client contacts may access the Technical Assistance Center and receive technical assistance as described above. In addition to technical assistance, the designated contacts will also receive proactive notification regarding problems, pending software updates, and new products announcements.

(3) Issue management and escalation to ensure prompt problem resolution.

(4) Access to technical documentation, bulletins, and FAQ's.

(5) As appropriate, VIDE Corporation will distribute manufacturers' software updates that correct problems, improve usability, or provide enhancements to the existing feature set. VIDE Corporation will provide one update, for each licensed copy of the software covered by a software maintenance service agreement. New products or features that are sold separately are excluded from the update process.

(ii) Customer requirements to support the software products are:

(1) Technical requirements include a customer provided virtual private network connection, or analog telephone modem access, or other broadband connectivity to facilitate remote diagnosis and installation of updates.

(2) The physical environment must be secure with consistent power, temperature and humidity.

(3) Customer managed local backup/restore process.

b. Invoices for maintenance service shall be submitted by VIDE Corporation 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 MAINTENANCE (132-34)**

a. VIDE Corporation shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to VIDE Corporation.

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 VIDE Corporation in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

## **6. UTILIZATION LIMITATIONS - (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 VIDE Corporation, 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 VIDE Corporation'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 VIDE Corporation. 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.

## **7. SOFTWARE CONVERSIONS - (132-33)**

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, provided such conversion is performed during the warranty period or while under a software maintenance agreement. 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, provided the software is under warranty or a software maintenance agreement.

## **8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

VIDE Corporation 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.

## **9. RIGHT-TO-COPY PRICING**

No right-to-copy pricing is available.

# **TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)**

## **1. SCOPE**

- a. VIDE Corporation shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. VIDE Corporation shall provide training at VIDE Corporation's facility and/or at the ordering activity's location, as agreed to by VIDE Corporation and the ordering activity.

## **2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

## **3. TIME OF DELIVERY**

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

## **4. CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify VIDE Corporation at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. VIDE Corporation will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. VIDE Corporation agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event VIDE Corporation is unable to conduct training on the date agreed to by VIDE Corporation and the ordering activity, VIDE Corporation must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

## **5. FOLLOW-UP SUPPORT**

VIDE Corporation agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact VIDE Corporation's instructors for refresher assistance and answers to related course curriculum questions.

## **6. PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

## **7. INVOICES AND PAYMENT**

Invoices for training shall be submitted by VIDE Corporation after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## **8. FORMAT AND CONTENT OF TRAINING**

- a. VIDE Corporation shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. VIDE Corporation shall provide each student with a Certificate of Training at the completion of each training course.
- d. VIDE Corporation shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).

**IPC Command Systems  
RADIO AND COMMAND SYSTEMS TRAINING**

(Training Curriculum)

Course Title	<b>T-5 Technical Training</b>
Ordering Code	IPC-TC1-T5
Description	This course will provide attendees with the specific skills and product knowledge necessary to install and maintain the T-5 Communications Control System. System Structure and features will be discussed. During the 5-day course, attendees will participate in hands-on hardware configuration, cabinet and card installation, user programming for communications equipment, and programming the system with the T-5 manager suite.
Who Should Attend	All communications technical personnel who are responsible for the installation and maintenance of the T-5 communications control system. This course will also benefit those personnel who supervise or coordinate communication system sites.
Prerequisites	Knowledge of basic Radio communications systems, telephony and a working knowledge of computerized workstations.
Min/Max Students	8
Time to Complete	5 Day
Location	IPC Training Center 42 Pequot Park Road Westbrook, CT 06498
GSA Price	\$7,646.95

Course Title	<b>TDM-150 Technical Training</b>
Ordering Code	IPC-TC1-TDM150
Description	This course will provide attendees with the specific skills and product knowledge necessary to install and maintain the TDM-150 Communications Control System. System Structure and features will be discussed. During the 5-day course, attendees will participate in hands-on hardware configuration, cabinet and card installation, user programming for communications equipment, and programming the system with the TDM-150 manager suite.
Who Should Attend	All communications technical personnel who are responsible for the installation and maintenance of the TDM-150 communications control system. This course will also benefit those personnel who supervise or coordinate communication system sites.
Prerequisites	Knowledge of basic Radio communications systems, telephony and a working knowledge of computerized workstations.
Min/Max Students	8
Time to Complete	5 Day
Location	IPC Training Center 42 Pequot Park Road Westbrook, CT 06498
GSA Price	\$7,646.95

**IPC Command Systems  
PUBLIC SAFETY COMMUNICATION SYSTEMS TRAINING**

(Training Curriculum)

Course Title	<b>ALPro - Train-the-Trainer</b>
Ordering Code	IPC-MAP1105
Description	This course is designed to work with the Departments Trainers to develop operation and scenario specific training documentation to enable the Government to conduct self sufficient ongoing training.
Prerequisites	Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	1 Day
Location	On-Site Training Center
GSA Price	\$926.88

Course Title	<b>CADPro User Training</b>
Ordering Code	IPC-CAD1205
Description	This course is designed to familiarize individuals with the application of computer aided dispatch (CAD) and the CADPro system. Through a combination of lectures and hands-on computer exercises, participants will be introduced to the conceptual and technical components of CADPro. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	CADministrator Training
Ordering Code	IPC-CAD1206
Description	The focus of this course is to familiarize individuals with the administrative tasks that are required to initialize, configure, manage, and maintain the CADPro application. These tasks include setting up and maintaining system parameters, end-user permissions, access control, system resources, and other default settings. The course uses a combination of lectures and hands-on computer exercises. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	General understanding of RDBMS, Crystal Reports, ESRI products and Windows 2003 is desired
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	CADPro System Administration Training
Ordering Code	IPC-CAD1207

Description	This course is designed as an introductory course in System Administration, which includes basic computer concepts, system configurations, database setup, etc. The focus of this course is to provide a System Administrator with the tools to perform basic system administration tasks in an established CADPro environment and to troubleshoot problems unique to CADPro. The course uses a combination of lectures and hands-on computer exercises. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Working knowledge of RDBMS products, SQL*Plus, Crystal Reports, ESRI products and Windows 2003 Server is preferred.
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	Web Calltaker Training
Ordering Code	IPC-CAD1210
Description	This course is designed as an introductory course to Web Calltaker, which is a powerful Web-based emergency call taking and reporting application. A combination of lectures and hands-on computer exercises are used. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Working knowledge of Windows and browser usage is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	2 Days
Location	On-Site Training Center
GSA Price	\$2,341.58

Course Title	BOLO Training
Ordering Code	IPC-CAD1213
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the "Be On the Look Out" Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Working knowledge of Windows and browser usage is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	2 Days
Location	On-Site Training Center
GSA Price	\$2,341.58

Course Title	GeoViewer Training
Ordering Code	IPC-CAD1216
Description	This course is designed as an introductory course to CADVisor, which is a powerful Web-based incident management and reporting tool. The course focuses on the needs of department managers and analysts that require access to temporal and spatial incident reports, situational management tools, and real-time reporting. A combination of

	lectures and hands-on computer exercises are used. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Working knowledge of Windows and browser usage is required.
Min/Max Students	8
Time to Complete	2 Days
Location	On-Site Training Center
GSA Price	\$2,341.58

Course Title	Police/Fire RMS Training
Ordering Code	IPC-CAD1219
Description	This course is designed to familiarize police, fire department, and emergency medical personnel with the application of records management systems (RMS). This course utilizes lectures and hands-on computer exercises. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Working knowledge of Windows and browser usage is required.
Min/Max Students	8
Time to Complete	2 Days
Location	On-Site Training Center
GSA Price	\$2,341.58

Course Title	PRIORS Base Training
Ordering Code	IPC-RMS1305
Description	This course is designed to provide police, fire department, and emergency medical personnel with an advance review of records management systems (RMS). Through a combination of lectures and hands-on computer exercises, participants will be introduced to the conceptual and technical components of the Police Records Information and Offense Reporting System (PRIORS). Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have prior experience with RMS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	PRIORS Administrator Training
Ordering Code	IPC-RMS1306
Description	The focus of this course is to familiarize individuals with the administrative tasks that are required to initialize, configure, manage, and maintain the PRIORS record management system (RMS). These tasks include setting up and maintaining system parameters, end-user permissions, access control, system resources, and other default settings. The course uses a combination of lectures and hands-on computer exercises. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	General understanding of RDBMS, Crystal Reports, ESRI products and

	Windows 2003 is desired
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	PRIORS System Administration Training
Ordering Code	IPC-RMS1307
Description	This course is designed as an introductory course in System Administration, which includes basic computer concepts, system configurations, database setup, etc. The focus of this course is to provide a System Administrator with the tools to perform basic system administration tasks in an established PRIORS RMS environment and to troubleshoot problems unique to PRIORS RMS. The course uses a combination of lectures and hands-on computer exercises. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Working knowledge of RDBMS products, SQL*Plus, Crystal Reports, ESRI products and Windows 2003 Server is preferred.
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	Property and Evidence Module Training
Ordering Code	IPC-RMS1311
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Property and Evidence Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	2 Days
Location	On-Site Training Center
GSA Price	\$2,341.58

Course Title	Fleet Maintenance Module Training
Ordering Code	IPC-RMS1314
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Fleet Maintenance Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	2 Days

Location	On-Site Training Center
GSA Price	\$2,341.58

Course Title	Arrest and Booking/Imaging Module Training
Ordering Code	IPC-RMS1317
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Arrest and Booking/Imaging Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	Vehicle Impound Management Training
Ordering Code	IPC-RMS1320
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Vehicle Impound Management Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	2 Days
Location	On-Site Training Center
GSA Price	\$2,341.58

Course Title	State/NCIC Interface to PRIORS Training
Ordering Code	IPC-RMS1323
Description	This course is intended for individuals with advance technical skills and is designed to familiarize the student with the integration requirements necessary to interface CADPro with the State National Crime Information Center (NCIC). This is a lecture based course. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-CAD1207 or IPC-RMS1307 and have prior working experience as a system administrator. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	2.5 Days
Location	On-Site Training Center
GSA Price	\$3,122.11

Course Title	Bicycle Module Training
Ordering Code	IPC-RMS1326
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Bicycle Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	Citations Module Training
Ordering Code	IPC-RMS1329
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Citations Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	Firearms Registration Training
Ordering Code	IPC-RMS1332
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Firearms Registration Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	2 Days
Location	On-Site Training Center
GSA Price	\$2,341.58

Course Title	Permits Training
Ordering Code	IPC-RMS1335
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the

	Permits Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	2 Days
Location	On-Site Training Center
GSA Price	\$2,341.58

Course Title	Pawn Shop Module Training
Ordering Code	IPC-RMS1338
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Pawn Shop Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	2 Days
Location	On-Site Training Center
GSA Price	\$2,341.58

Course Title	Photo Lineup Module Training
Ordering Code	IPC-RMS1341
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Photo Lineup Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	2 Days
Location	On-Site Training Center
GSA Price	\$2,341.58

Course Title	Inventory Control Module Training
Ordering Code	IPC-RMS1344
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Inventory Control Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.

Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	CrimeMapper Training
Ordering Code	IPC-RMS1347
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the CrimeMapper Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	Accident Module Training
Ordering Code	IPC-RMS1350
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Accident Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	NIBRS Module Training
Ordering Code	IPC-RMS1354
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the National Incident Based Reporting (NIBRS) Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8

Time to Complete	4 Days
Location	On-Site Training Center
GSA Price	\$4,683.17

Course Title	UCR Report Training
Ordering Code	IPC-RMS1356
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of the Uniform Crime Reporting (UCR) Module within the PRIORS system. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	1.5 Days
Location	On-Site Training Center
GSA Price	\$1,609.84

Course Title	PRIORS Field Reporting Training
Ordering Code	IPC-FR1405
Description	This course uses a combination of lecture, interactive learning, and hands-on computer exercises to promote student mastery of PRIORS Field Reporting Module. Students will be provided with a course work book and sample simulations to reinforce the course material.
Prerequisites	Must have completed course IPC-RMS1305 or have previous working experience with PRIORS. Working knowledge of Windows is required. Awareness of RDBMS, Operating Systems, Crystal Reports, and ESRI products is desired.
Min/Max Students	8
Time to Complete	3.5 Days
Location	On-Site Training Center
GSA Price	\$4,292.90

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

**9. "NO CHARGE" TRAINING**

VIDE Corporation shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below: **None**.

# TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SIN 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. VIDE Corporation shall provide services at VIDE Corporation's facility and/or at the ordering activity location, as agreed to by VIDE Corporation and the ordering activity.

## 2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between VIDE Corporation 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 VIDE Corporation 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 VIDE Corporation. 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. VIDE Corporation shall commence performance of services on the date agreed to by VIDE Corporation and the ordering activity.
- b. VIDE Corporation agrees to render services only during normal working hours, unless otherwise agreed to by VIDE Corporation 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/EC 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 VIDE Corporation, require VIDE Corporation 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 VIDE Corporation, 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, VIDE Corporation 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 VIDE Corporation, 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, VIDE Corporation 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 VIDE Corporation's cost properly allocable to, the performance of any part of this contract; and

(2) VIDE Corporation 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 VIDE CORPORATION**

VIDE Corporation 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/EC Services.

## **9. INDEPENDENT CONTRACTOR**

All IT/EC Services performed by VIDE Corporation 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 VIDE Corporation, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving VIDE Corporation, any entity into or with which VIDE Corporation subsequently merges or affiliates, or any other successor or assignee of VIDE Corporation.

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 VIDE Corporation and its affiliates, may either (i) result in an unfair competitive advantage to VIDE Corporation or its affiliates or (ii) impair VIDE Corporation’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 VIDE Corporations, 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**

VIDE Corporation, upon completion of the work ordered, shall submit invoices for IT/EC 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 VIDE Corporation, 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 VIDE Corporation 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/EC SERVICES AND PRICING**

VIDE Corporation offers a complete portfolio of lifecycle services to help Government agencies deploy, monitor, optimize, manage, and secure the end-user experience that is being delivered by converged voice, wireless, and/or data networks. Our Services can be purchased on a level-of-effort or firm-fixed-price basis and include program management, project management, needs analysis, systems engineering, site surveys, maintenance, helpdesk support, and telecommunications inventory audits.

a. VIDE provides the resources and the technical expertise to implement your agency's technology plan. These services include staging, installation, integration and migration of technologies into your existing and emerging voice, wireless, and/or data networks.

b. VIDE provides support for the day-to-day operations and management of voice, wireless, and/or data networks. These services ensure reliability and performance of your systems and networks. Flexible service options include on-site support, remote monitoring and management, and rapid response support services.

c. VIDE offers Service Agreements that can provides Help Desk response and answers to agencies' general and specific technology questions via the telephone or email. This service provides easy access to expert consultation for Microsoft and Cisco solutions.

d. VIDE is headquartered in Plano, Texas, with datacenter in Dallas, Texas. VIDE was incorporated during December 2000.

e. The commercial job title descriptions are provided below.

(i) **Project Manager** - Minimum/General Experience: Requires twelve (12) years experience in the field or related area. Functional Responsibility: Responsible for all aspects of the development and implementation of assigned projects and provides a single point of contact for those projects. Takes projects from original concept through final implementation. Interfaces with all areas affected by the project including end users, computer services, and client services. Defines project scope and objectives. Develops detailed work plans, schedules, project estimates, resource plans, and status reports. Conducts project meetings and is responsible for project tracking and analysis. Ensures adherence to quality standards and reviews project deliverables. Manages the integration of vendor tasks and tracks and reviews vendor deliverables. Provides technical and analytical guidance to project team. Recommends and takes action to direct the analysis and solutions of problems. Education: Requires PMP (Program Manager Professional) certificate, or its equivalent

(ii) **Network Technologist** - Minimum/General Experience: Requires ten (10) years in the field or related area. Position covers all areas of information technology and telecommunication networks. Experience includes the design, development, installation, integration, management, operations, and maintenance of hardware and software related networks, including LAN, WAN, terrestrial or satellite infrastructures. Functional Responsibility: Specific responsibilities may include, but not limited to, assessment, analysis, planning, designing, and development; engineering, system integration, installation, testing and commissioning; maintenance and information assurance/security; and network operations, including monitoring and control, help desk, and administration. Education: Requires bachelor degree, application certificates, or its equivalent.

(iii) **Application System Analyst** - Minimum/General Experience: Requires five (5) to eight (8) years experience in the field or related area. Functional Responsibility: Specific responsibilities may include defining systems requirements; systems design; data modeling; computer application programming; database application programming; web interface programming; system testing, monitoring, and troubleshooting; system integration, installation and implementation; configuration management; quality assurance; program control, review and reporting; resource planning; and system demonstrations; wireless technologies. Education: Bachelors degree or its equivalent.

(iv) **Client/Server Support Analyst** - Minimum/General Experience: Requires five (5) to eight (8) years experience in the field or related area. Functional Responsibility: Assists with personal computer operating systems software and telecommunication system software. Designs, tests, and maintains personal computer systems. Responsible for analyzing and solving personal computer-related problems. Responsible for security, integrity, and reliability of personal computer systems. Tests and integrates new hardware, systems and modifications to existing equipment and systems. Performs research/investigations, analysis, design, testing, and installation of supported hardware and software. Schedules installation of new hardware and software and modifications to existing systems. Monitors performance of hardware and its capacity in all assigned locations. Recommends and implements enhancements to existing hardware and systems. Education: Requires Bachelors Degree, or its equivalent.

(v) **Help Desk Support Services Specialist** - Minimum/General Experience: Requires five (5) to eight (8) years experience in the field or related area. Functional Responsibility: Provides support to end users for either PC, server, or mainframe applications and hardware. May interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem. Simulates or recreates user problems to resolve operating difficulties. Recommends systems modifications to reduce user problems. Maintains currency and high level of technical skill in field of expertise. Escalates more complex problems to senior level. Education: Requires Bachelors Degree, or its equivalent.

(vi) **Database Analyst/Programmer** - Minimum/General Experience: Requires three (3) to five (5) years experience in the field or related area. Functional Responsibility: designs, implements and maintains complex database with respect to JCL, access methods, access time, device allocation, validation checks, organization, protection and security, documentation and statistical methods. Includes maintenance of database dictionaries, overall monitoring of standards and procedures and integration of systems through database design. Competent to work at the highest level of all phases of database management. Requires three years experience in the field. Education: Requires Bachelors Degree, or its equivalent.

(vii) **Web Software Developer** - Minimum/General Experience: Requires five (5) to eight (8) years experience in the field or related area. Functional Responsibility: Designs, develops, troubleshoots, debugs, and implements software code (such as HTML, CGI, and JavaScript) for a component of the website. Works with graphic designers and other members of a project team to develop the site concept, interface design, and architecture of the website. Responsible for interface implementation. Integrates web

applications with backend databases. Deploys large web-based transaction systems using application servers. Researches, tests, builds, and coordinates the integration of new products per production and client requirements. Requires strong navigation and site-design instincts. Education: Requires Bachelors Degree, or its equivalent.

f. The IT Professional Services pricelist is provided below.

(1) The hourly rates specified below shall apply regardless of whether the services are performed by VIDE Corporation or its subcontractors.

(2) The charges apply to purchases of contracted professional services during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m., exclusive of Government, VIDE or local holidays). In those instances where an ordered service cannot be supported from within a 50 mile radius, VIDE Corporation will, upon receipt of an order for services, provide the procurement office a not-to-exceed estimate of the travel and per diem costs for that specific order. Information Technology Services Offered:

For years 2005 through 2011, Period of Performance for services offered always starts 20 October and ends 19 October.

<b>VIDE Corporation GS-35F-0277S</b>	<b>On-Site 2006 Rate</b>	<b>On-Site 2007 Rate</b>	<b>On-Site 2008 Rate</b>	<b>On-Site 2009 Rate</b>	<b>On-Site 2010 Rate</b>	<b>On-Site 2011 Rate</b>
<b>LABOR CATEGORY</b>	(10/20/05-10/19/06) w/.75% IFF	(10/20/06-10/19/07) w/.75% IFF	(10/20/07-10/19/08) w/.75% IFF	(10/20/08-10/19/09) w/.75% IFF	(10/20/09-10/19/10) w/.75% IFF	(10/20/10-3/05/11) w/.75% IFF
Program Manager	\$ 125.00	\$ 127.50	\$ 130.05	\$ 132.65	\$ 135.30	\$ 138.01
Network Technologist	\$ 111.00	\$ 113.22	\$ 115.48	\$ 117.79	\$ 120.15	\$ 122.55
Application System Analyst	\$ 86.00	\$ 87.72	\$ 89.47	\$ 91.26	\$ 93.09	\$ 94.95
Client/Server Support Engineer	\$ 78.00	\$ 79.56	\$ 81.15	\$ 82.77	\$ 84.43	\$ 86.12
Help Desk Support Services Specialist	\$ 65.00	\$ 66.30	\$ 67.63	\$ 68.98	\$ 70.36	\$ 71.77
Database Analyst / Programmer	\$ 78.00	\$ 79.56	\$ 81.15	\$ 82.77	\$ 84.43	\$ 86.12
Software Development and Installation	\$ 78.00	\$ 79.56	\$ 81.15	\$ 82.77	\$ 84.43	\$ 86.12