

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

CONTRACT NUMBER: GS-35F-0290X

PERIOD COVERED BY CONTRACT: 03/21/2011 – 03/20/2016

Special Item No. 132-3	Leasing of Product
Special Item No. 132-8	Purchase of New Equipment
Special Item No. 132-12	Equipment Maintenance
Special Item No. 132-32	Term Software Licenses
Special Item No. 132-33	Perpetual Software Licenses
Special Item No. 132-34	Maintenance of Software as a Service
Special Item No. 132-51	Information Technology Professional Services

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

SPECIAL ITEM NUMBER 132-3 LEASING OF PRODUCT

FSC/PSC Class W070 LEASE-RENT OF ADP EQ & SUPPLIES

FSC/PSC Class W058 LEASE RENT OF COMMUNICATIONS EQ

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

- End User Computers/Desktop Computers
- Professional Workstations
- Servers
- Laptop/Portable/Notebook Computers
- Large Scale Computers

Optical and Imaging Systems

Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers

Display

Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens

Network Equipment

Other Communications Equipment

Optical Recognition Input/Output Devices

Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage

Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices

Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment

Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas
Broadcast Band Radio Transmitters/Receivers/Antennas
Microwave Radio Equipment/Antennas and Waveguides
Satellite Communications Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

UNICOM Government is offering the following under Special Item Number 132-8:

- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070 and N058)
- Reinstallation (FPDS N070 and N058)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

UNICOM Government is offering the following under Special Item Number 132-12:

- Parts
- Third Party Maintenance

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

FSC CLASS J070- MAINT-REP OF ADP EQ & SUPPLIES

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces 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>.

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge, support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

FSC CLASS J070- MAINT-REP OF ADP EQ & SUPPLIES

NOTE: 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>.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software.

Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

FSC CLASS J070- MAINT-REP OF ADP EQ & SUPPLIES

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D310 IT Backup and Security Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D316 IT Network Management Services

FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

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CONTRACT NUMBER: GS-35F-0290X

PERIOD COVERED BY CONTRACT: 03/21/2011 – 03/20/2016

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

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on GSA Advantage! (<http://www.gsaadvantage.gov>).

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT

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

We also offer overseas delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

2. ORDERING/CONTACT INFORMATION

Ordering Address:

UNICOM Government, Inc.
2553 Dulles View Drive, Suite 100
Herndon, VA 20171-5219
Internet: www.unicomgov.com
Toll Free: 800-999-4874

Payment by electronic funds transfer (EFT) is the preferred method of payment. The payment address to which checks should be mailed is:

UNICOM Government, Inc., P.O. Box 823435, Philadelphia, PA 19182.

By Electronic Funds Transfer (EFT)

	For Automated Clearing House (ACH)	For Fedwire
Beneficiary (BNF) Name	UNICOM Government, Inc.	UNICOM Government, Inc.
BNF Location	Herndon, VA, USA	Herndon, VA, USA
BNF Account Number	3301049480	3301049480
BNF Bank Name	Silicon Valley Bank	Silicon Valley Bank
BNF Bank Address	Santa Clara, CA	3003 Tasman Drive
BNF Bank CSZ		Santa Clara, CA 95054
BNF Bank ABA R/T Number & SWIFT Bank Identifier Code	121140399 -----	121140399 SVBKUS6S
BNF Bank POC	Any Operator	Any operator
BNF Bank Tel:	408-654-7400	408-654-7400

Contractor (herein after "UNICOM Government") must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. UNICOM Government and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

Toll Free #: (800) 999-4874 Local: (703) 502-2000 FAX: (703) 463-5920

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule Contract

Block 16: Data Universal Numbering System (DUNS) Number 10-793-9357

Block 30: Type of Contractor: Large Business

Block 31: Woman-Owned Small Business - No

Block 37: Contractor's Taxpayer Identification Number (TIN): 54-1248422

Block 40: Veteran Owned Small Business (VOSB): No

(a) CAGE Code: 8Y261

(b) UNICOM Government **has** registered with the Central Contractor Registration Database, SAM.gov.

5. FOB DESTINATION

For both Hardware and Software, the F.O.B. point is destination (expedited delivery is FOB Origin - see paragraph 6) for all locations within the 48 contiguous states and the District of Columbia. UNICOM Government, at various times during the contract period, may conduct promotions for FOB Destination to Alaska and/or Hawaii. Please contact your UNICOM Government sales representative for current status of FOB point promotions.

For overseas locations and Alaska, Hawaii and the U.S. territories and commonwealths, the FOB point is destination to the port of embarkation within the continental U.S. or FOB Origin if UNICOM Government is required to effect shipment direct to locations outside the continental United States (OCONUS).

All CONUS shipments shall be made FOB Destination. Delivery for all APO/FPO locations shall be made FOB Destination to the APO/FPO shipping point or a designated CONUS U.S. Government forwarder.

All CONUS shipments shall be made FOB Destination. Delivery for all APO/FPO locations shall be made FOB Destination to the APO/FPO shipping point or a designated CONUS U.S. Government forwarder.

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

- (a) Name of individual to contact for order questions/clarifications
- (b) Customer commercial phone number, with country and city code
- (c) Customer facsimile number

- (d) Voltage requirements (1 by or 220V)
- (e) Identify host system (manufacturer and model) when ordering software or peripherals

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

6. DELIVERY SCHEDULE

(a) UNICOM Government 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)
132-3	To be negotiated between agency and UNICOM Government
132-8	7- 90 Days
132-12	To be negotiated between agency and UNICOM Government
132-32	To be negotiated between agency and UNICOM Government
132-33	7- 90 Days
132-34	To be negotiated between agency and UNICOM Government
132-51	To be negotiated between agency and UNICOM Government

(b) URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact UNICOM Government for the purpose of obtaining accelerated delivery. UNICOM Government shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by UNICOM Government in writing.) If UNICOM Government offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract. Any such accelerated delivery shall be provided on a reimbursable basis.

7. DISCOUNTS

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

- (a) Prompt Payment: 0 % NET 30 days from receipt of invoice or date of acceptance, whichever is later.
- (b) Quantity discounts may be offered and negotiated between UNICOM Government and the ordering activity. All prices are net after all discounts have been deducted. The prices stated apply to all ordering activities.
- (c) Dollar Volume: None
- (d) Government Educational Institutions

If Government Educational Institutions are offered special discounts, which are greater than the discounts offered to other Government customers, specify such discounts. Otherwise, state that Government Educational Institutions are offered the same discounts as all other Government customers.

8. TRADE AGREEMENTS ACT OF 1979, as amended

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

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

10. SMALL REQUIREMENTS

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

11. MAXIMUM ORDER

(All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-3	Leasing of Product
Special Item Number 132-8	Purchase of Equipment
Special Item Number 132-12	Equipment Maintenance
Special Item Number 132-32	Term Software Licenses
Special Item Number 132-33	Perpetual Software Licenses
Special Item Number 132-34	Maintenance of Software as a Service
Special Item Number 132-51	Information Technology Professional Services

12. ORDERS THAT EXCEED THE MAXIMUM ORDER (I-FSS-125)(AUG 1999)

(a) In accordance with FAR 8.404, there may be circumstances where an ordering activity finds it advantageous to request a price reduction such as where a quantity of an individual order clearly indicates the potential for obtaining a reduced price. To assist customer agencies in determining when they should seek a price decrease, a level called a maximum order has been established under the contract. When an agency order exceeds this amount, it is recommended that the ordering activity request a reduced price.

(b) UNICOM Government may:

- (i) offer a new lower price for this specific requirement (the Price Reduction clause is not applicable to orders placed over the Maximum Order in FAR 52.216-19)

- (ii) offer the lowest price available under the contract; or
- (iii) decline the order, orders must be returned in accordance with FAR 52.216-19

(c) A delivery order for quantities that exceed the maximum order may be placed with UNICOM Government in accordance with FAR 8.404. The order will be placed under this contract.

(d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-72.

13. 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.

14. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

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

14.1 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.

14.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the

applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

15. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: UNICOM Government 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: UNICOM Government may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, UNICOM Government 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, UNICOM Government 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: UNICOM Government 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, UNICOM Government 's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: UNICOM Government may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

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

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

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

16. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

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

17. GSA ADVANTAGE!

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

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

Agencies can browse GSA Advantage! by accessing the site at <http://www.gsaadvantage.gov>

18. PURCHASE OF OPEN MARKET ITEMS

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

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition

requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) The procurement of open market items will not be governed by the terms of the GSA Schedule Contract.

19. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders
- (2) Original Equipment Manufacturer's technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications in Manufacturer's then current published specifications provided with the shipped product

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

20. 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) UNICOM Government shall not be subject to meeting specified delivery dates for overseas activities. Delivery schedules shall be negotiated between UNICOM Government and Ordering Activity.

(b) OEM warranty/guaranty and repairs, parts and services shall apply to overseas activities as available. Additional warranty, guaranty or services may be offered by UNICOM Government upon request. Upon request of UNICOM Government, the ordering activity may provide UNICOM Government 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 UNICOM

Government's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

21. 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).

22. 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).

23. 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.

24. 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: . The EIT standard can be found at: <http://www.section508.gov/>

25. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

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

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

- (a) UNICOM Government 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, UNICOM Government shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or UNICOM Government gives written notice to the Contracting Officer, whichever period is longer.
- (c) UNICOM Government 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. UNICOM Government shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

27. 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>.

28. ADVANCE PAYMENTS

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

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SPECIAL ITEM NUMBERS

1. PARTIAL SHIPMENTS/PARTIAL PAYMENTS

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

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

2. MARKING AND DOCUMENTATION

UNICOM Government's standard shipping markings will include the following information:

Ship From: UNICOM Government, Inc. 3900A Stonecroft Blvd. Chantilly, VA 20151 United States	Ship to: Customer Name/Location Ship to Building or Address Ship to Address line 2 Customer PO# City, State, Zip Country	Box ____ of ____ Sold To: Customer# Purchase Order# Customer PO# Contract Name CONTRACTOR Order# FOB Point Ship ID Bar Code ID
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3. SUBSTITUTIONS

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

4. FAR AND GSAR CLAUSES

This contract incorporates the following clauses by reference. These clauses have the same force and effect as if they were given in full text.

<u>Clause Number</u>	<u>Date</u>	<u>Title</u>
FAR 52.232-25	June 1997	Prompt Payment
FAR 52.232-28	Apr 1989	Electronic Funds Transfer Payment Methods
GSAR 552.232-70	Apr 1989	Payments by Electronic Funds Transfer
GSAR 552.23272	Apr 1989	Invoice Requirements
FAR 52.213-1	Aug 1988	FastPayment Procedures

5. ORDER ACCEPTANCE

UNICOM Government may reject an order written against this contract within 15 days after receipt if the order does not conform to the terms, conditions and pricing contained in this contract.

**TERMS AND CONDITIONS APPLICABLE TO
LEASING OF GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY PRODUCTS
(SPECIAL ITEM NUMBER 132-3)**

UNICOM Government is **proposing Option 2 which contains a cancellation clause.**

LEASE TYPES

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 132-3:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF ORDERING ACTIVITY INTENT:

(a) The ordering activity and UNICOM Government understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. UNICOM Government may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM:

(a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and UNICOM Government.

(b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

(c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide UNICOM Government with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

(d) Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION:

(a) The ordering activity must elect the Lease Term of the relevant delivery order. UNICOM Government (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

(c) Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify UNICOM Government, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to UNICOM Government upon request.

(d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that UNICOM Government may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

LEASE PROVISIONS COMMON TO ALL TYPES OF LEASE AGREEMENTS

1. ORDERING PROCEDURES:

(a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

- (i) Which product(s) is (are) required.
- (ii) The required delivery date.
- (iii) The proposed lease plan and term of the lease.
- (iv) Where the product will be located.
- (v) Description of the intended use of the product.
- (vi) Source and type of appropriations to be used.

(b) UNICOM Government will respond with:

- (i) Whether UNICOM Government can provide the required product.
- (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (iii) The monthly payment based on the rate.
- (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (v) A confirmation of the availability of the product on the required delivery date.
- (vi) Extent of warranty coverage, if any, of the leased products.
- (vii) The length of time the quote is valid.

(c) The ordering activity may issue a delivery order to UNICOM Government based on the information set forth in UNICOM Government 's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in UNICOM Government's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by UNICOM Government, or in the event of bankruptcy of UNICOM Government, corporate dissolution of UNICOM Government, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by UNICOM Government will not relieve UNICOM Government of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE:

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

(a) Installation and Maintenance, when applicable, normally are not included in the charge for leasing. UNICOM Government may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from UNICOM Government's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

(b) When installation and/or maintenance are ordered under this schedule to be performed by UNICOM Government, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS:

(a) Prior to the placement of an order under this Special Item Number, the ordering activity and UNICOM Government must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

(b) To determine the initial lease term payment, UNICOM Government agrees to apply the negotiated lease factor to the agreed upon base value: **800 basis point**. (Note: this is one option GSA can consider per our letter.)

For Example: Lease factor eight (8) percent over the rate for the three years (or other term) UST Swaps or TIPS.

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

(c) For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and UNICOM Government shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

(d) The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

(e) The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

(a) Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to UNICOM Government unless the ordering activity by 30 days written notice elects either:

(i) to purchase the product for the residual value of the product, or

(ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

(b) Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of UNICOM Government or its assigns.

(c) Returns:

(i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to UNICOM Government r at the location specified by UNICOM Government in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

(ii) UNICOM Government shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

(iii) Product will be returned in accordance with the terms of the contract and in accordance with UNICOM Government instruction.

(iv) With respect to software, the ordering activity shall state in writing to UNICOM Government that it has:

- (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
- (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
- (3) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

(a) The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

- (1) can be removed without causing material damage to the product;
- (2) do not reduce the value of the product; and
- (3) are obtained from or approved by UNICOM Government, and are not subject to the interest of any third party other than UNICOM Government.

(b) Any other additions may not be installed without UNICOM Government 's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:

- (1) were not leased from UNICOM Government, and
- (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

(c) Any additions that are not so removable will become the UNICOM Government's property (lien free).

(d) Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless UNICOM Government shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of UNICOM Government. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of UNICOM Government. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as UNICOM Government receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to UNICOM Government. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW
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, the UNICOM Government 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 continental United States (CONUS), which is defined as the 48 contiguous states and the District of Columbia). Destination to port of exportation within the CONUS for overseas locations, including Alaska, Hawaii and the U.S. territories and commonwealths.

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

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

4. INSTALLATION AND TECHNICAL SERVICES

(a) INSTALLATION. When the equipment provided under this contract is not normally self-installable, UNICOM Government '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 expcese, will provide (i) an equipmment room and orhter environmental conditions as specified to the orer activity by UNICOM Government; (ii) access to the instalatin location for equipment and personnel at times specified by UNICOM Government; (iii)

adequate work-space, heat, light, ventilation and electrical outlets; and (iv) a secured and protected area for storage of tools and equipment near the installation location.

- Installation activities are scheduled between normal business hours of 8 a.m. and 5 p.m., Monday through Friday, excluding UNICOM Government's and Government observed holidays. Any activities scheduled or occurring outside normal business hours whether at the ordering activities request, or due to ordering activity delays, will be subject to premium rate charges outside the scope of the contract.
- The ordering activity is responsible for identification and removal of any hazardous material (e.g., asbestos) or correction of any hazardous conditions on the ordering activities premises that effects UNICOM Government's performance of services. Services may be delayed by UNICOM Government while the ordering activity removes or corrects any hazardous condition, with no liability, cost or penalty to UNICOM Government.
- Customer delays – if the delivery or installation of products is delayed for more than thirty (30) calendar days due to the fault of the ordering activity or its contractors, UNICOM Government may commence billing, effective the scheduled delivery or installation date.
- Refer to SIN 132-51 for more complex implementations.

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

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

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

(d) OPERATING AND MAINTENANCE MANUALS. UNICOM Government 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

(a) UNICOM Government installed equipment

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

(b) Customer installed or drop shipped Equipment

Acceptance shall occur on the date of delivery of the product to the ordering activity.

6. WARRANTY

(a) The Original Equipment Manufacturer's then current standard commercial warranty, and for the warranty period stated in the UNICOM Government pricelist, will apply to this contract.

(b) To the extent that UNICOM Government performs installation services with respect to its products, UNICOM Government warrants that those installation services will be carried out in a professional and workmanlike manner by qualified personnel. UNICOM Government installation services warranty period shall be thirty (30) days from the date of performance of the applicable installation.

(c) Limitation of Liability. UNICOM Government will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

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

UNICOM GOVERNMENT DOES NOT REPRESENT OR WARRANT WITH RESPECT TO ANY HARDWARE, EQUIPMENT OR THIRD PARTY PRODUCT, SOFTWARE OR SERVICES WHICH UNICOM GOVERNMENT MAY SUPPLY THAT THEY WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6 ABOVE, TO THE EXTENT PERMITTED BY LAW, UNICOM GOVERNMENT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANT OF FITNESS FOR A PARTICULAR PURPOSE HEREUNDER.

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 THE CONTRACTOR

UNICOM Government 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).

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

10. PRODUCT RETURNS

Product may be returned if an error was made in ordering by the Government or in shipment by UNICOM Government as follows:

(a) Government Ordering Error

Returns will be accepted under the following conditions:

- (i) The return is requested within 30 days from the date of invoice, and
- (ii) The product is unused, unopened and is returned to UNICOM Government in its original packaging, and
- (iii) All items originally shipped with the product including booklets, instruction manuals and warranty information, are returned with the product, and
- (iv) The Government agrees to pay a re-stock fee of 15% and pay for freight to return the shipment to UNICOM Government, and
- (v) Returns must be pre-approved by a UNICOM Government Customer Support Representative available at (800) 999-4874. The Government shall be prepared to provide the invoice number, serial number(s), UNICOM Government part number, product description and a brief synopsis of the problem to the Customer Support Representative.
- (vi) After UNICOM Government Customer Support approval, a Return Authorization (R.A.) number will be assigned. The R.A. number must be clearly marked on the shipping label of the returned product. Any item received by UNICOM Government without a Return Authorization will be returned to the sender.

- (vii) The Government shall ship the equipment to UNICOM Government immediately after receipt of the Return Authorization (R.A.) number but no later than forty-five (45) days from the date of invoice.
- (viii) Returns will be inspected by UNICOM Government. Any returns which fail to meet any of the above mentioned requirements in paragraph 10.a.1 will not be accepted by UNICOM Government. The product will be returned to the Government, at the Government's expense, and the Government will retain full financial responsibility for payment per terms of the delivery order and this contract.

(b) UNICOM Government Shipment Error

Returns will be accepted under the following conditions:

- (i) The return is requested within 30 days from the date of invoice
- (ii) The product is unused, unopened and is returned to UNICOM Government in its original packaging
- (iii) All items originally shipped with the product including booklets, instruction manuals and warranty information, are returned with the product
- (iv) The Government agrees to pay a re-stock fee of 15% and pay for freight to return the shipment to UNICOM Government.
- (v) Returns are to be pre-approved by a UNICOM Government Customer Support Representative available at (800) 999-4874. The Government shall be prepared to provide the invoice number, serial number(s), UNICOM Government part number, product description and a brief synopsis of the problem to the Customer Support Representative.
- (vi) After UNICOM Government Customer Support approval, a Return Authorization (R.A.) number will be assigned. The R.A. number must be clearly marked on the shipping label of the returned product. Any item received by UNICOM Government without a Return Authorization will be returned to the sender.
- (vii) The Government shall ship the equipment to UNICOM Government immediately after receipt of the Return Authorization (R.A.) number but no later than forty-five (45) days from the date of invoice.
- (viii) Returns will be inspected by UNICOM Government. Any returns which fail to meet any of the above mentioned requirements in paragraph 10.b.1 will not be accepted by UNICOM Government. The product will be returned to the Government, at the Government's expense, and the Government will retain full financial responsibility for payment per terms of the delivery order and this contract.

The manufacturer warranty applies to defective products. UNICOM Government will not accept returns for defective product. See paragraph 6 WARRANTY.

11. RISK OF LOSS OR DAMAGE

FOB Destination - The Government is relieved from all risk of loss or damage to the equipment prior to the first day of acceptance (see paragraph 5), except when loss or damage is due to the fault or negligence of the Government.

FOB Origin - The Government is responsible for the risk of loss or damage to the equipment at point of shipment.

12. VENDOR/MANUFACTURER LIST

- A. HAVIS
- B. HISoftware Inc.
- C. Symantec

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, FOR
GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE 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

National Service

The on-site monthly maintenance rates listed in the maintenance section of the price pages are applicable to all Government locations within a fifty (50) mile radius of the cities listed in Appendix E (please call UNICOM Government at 1-800-999-4874 for the most current listing).

For locations outside the fifty (50) mile radius, onsite maintenance may be available under this contract at the incremental charges. Please contact UNICOM Government at 800-999-4874 for availability.

2. MAINTENANCE ORDER

(a) Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. UNICOM Government 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 the UNICOM Government as prescribed by this paragraph, the order shall be considered to be confirmed by UNICOM Government.

(b) UNICOM Government shall honor orders for OEM maintenance for periods of at least six months (subject to the availability of funding). Maintenance orders for periods of less than six months are acceptable if the maintenance service effective date is the first day after expiration of the equipment's warranty. If the equipment was not under Original Equipment Manufacturer ("OEM") warranty responsibility prior to the establishment of a maintenance contract or there has been a lapse between the warranty expiration and the desired effective date of maintenance service, in order to determine that the equipment is in good operating condition, it shall be subject to inspection by UNICOM Government (or UNICOM Government's authorized representative). Such inspections will be charged outside the scope of this contract. If the inspection reveals that the equipment is not in good operating condition and the Government desires placing the equipment under a maintenance contract, the costs necessary to place the equipment in proper operating condition are to be borne by the

Government outside the scope of this contract. Maintenance service shall commence on the 1st or the 15th of the month which shall be written into the maintenance order.

(c) Maintenance may be discontinued by the Government thirty (30) calendar days after written notice, or shorter notice when agreed to by UNICOM Government - such notice to become effective thirty (30) calendar days from the date on the notification; however, the Government may extend the original discontinuance date upon written notice to UNICOM Government, provided such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

(d) Annual Funding. When annually appropriated fiscal 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 or modification of a maintenance order citing the new appropriation shall be required if maintenance is to continue during any remainder of the contract period. Such renewal or modification must be received by UNICOM Government by October 30th to prevent lapse of maintenance coverage.

(e) Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for a contract period of twelve (12) months which may cross fiscal years, the ordering office may place an order under the schedule contract for a period up to the expiration of the contract period (despite the intervening fiscal year ending).

(f) Ordering activities should notify the UNICOM Government 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. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS ARE NOT OFFERED WITHIN THE SCOPE OF THE CONTRACT

Please contact your UNICOM Government Sales Account Representative at 800-999-4874 for assistance.

4. LOSS OR DAMAGE

When UNICOM Government, Inc. (or UNICOM Government's representative) removes equipment to its establishment for repairs, UNICOM Government 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.

5. SCOPE

(a) UNICOM Government shall provide OEM 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 UNICOM Government or the OEM as applicable, 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 UNICOM Government or the OEM as applicable, if the equipment was under UNICOM Government or the OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under UNICOM Government or OEM responsibility as applicable, 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).

6. 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 in writing by the OEM or UNICOM Government.
- (b) Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- (c) If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.
- (d) The ordering activity will notify UNICOM Government in writing, at least thirty (30) days in advance, of any proposed relocation of covered equipment and UNICOM Government will determine whether the new location is eligible for maintenance coverage. UNICOM Government may adjust its charges for servicing covered equipment based on the new location.

7. RESPONSIBILITIES OF THE CONTRACTOR

- (a) For equipment not covered by a maintenance contract or warranty, UNICOM Government may assist the ordering activity in obtaining repair service by another party and may provide an estimate of the cost of the repairs required.
- (b) Cost of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by UNICOM Government if such equipment was under its warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (c) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then UNICOM Government is obligated to provide such a factory authorized/certified service

personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and UNICOM Government.

8. MAINTENANCE RATE PROVISIONS

(a) UNICOM Government 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.

Unless otherwise specified in the OEM service agreement, all service calls should be made to the UNICOM Government Technical Service Department at 800-999-4874.

On-Call Maintenance Service: UNICOM Government (or UNICOM Government'S appointed representative) will render maintenance service to keep the equipment in, or restore the equipment to, good working order. This maintenance service includes unscheduled, on-call remedial maintenance. Maintenance may include lubrication, adjustments and replacement of maintenance parts deemed necessary by UNICOM Government. Maintenance parts may or may not be manufactured by the original equipment manufacturer, may be altered to enhance maintainability, and may be new or reconditioned to perform as new. All maintenance parts will be furnished on an exchange basis, and the exchanged parts will become the property of UNICOM Government (or UNICOM Government'S appointed representative). Maintenance service provided under this Special Item Number does not assure uninterrupted operation of the equipment.

Availability: Maintenance is only available for products listed under Special Item Number 132-12. Maintenance for add-on products may be available outside the scope of this contract. Contact your Account Executive for further details.

(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 UNICOM Government 's service area, the charge will be negotiated at the Task Order level.

(e) Quantity discounts are not offered.

9. REPAIR SERVICE RATE PROVISIONS ARE NOT OFFERED WITHIN SCOPE OF THE CONTRACT

Please contact your UNICOM Government Sales Account Representative or call 800-999-4874 for assistance.

10. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by UNICOM Government 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 TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE
(SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

UNICOM Government shall only tender for acceptance those items that conform to the licensor's then current published specifications provided with the product. Therefore all items shall be considered accepted upon delivery. 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 post acceptance rights (1) within the warranty period; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software. Fees paid for software and technical support services are nonrefundable.

2. GUARANTEE/WARRANTY

(a) Unless specified otherwise in this contract, the manufacturer's standard commercial guarantee/warranty as stated in the UNICOM Government contract pricelist will apply to this contract.

(b) UNICOM Government warrants that the CD-ROMs, diskettes or other media on which the software is provided to be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the physical receipt of the software.

(c) UNICOM Government warrants that the unmodified software, as delivered, and when used in accordance with the accompanying documentation, will conform to the documentation for a period of ninety (90) days from the physical receipt of the software.

(d) UNICOM Government does not warrant (i) that the software will meet the Licensee's requirements; (ii) that the software will operate in the combinations, if any, the Licensee may select for use; (iii) that the operation of the software will be uninterrupted or effort-free; or (iv) that all the software errors will be corrected.

(e) The forgoing limited warranty shall not apply to any defect in the software product that is caused by (i) the use or operation of the software product with an application or in an environment other than that intended or recommended by UNICOM Government, (ii) modifications to the software product not made by UNICOM Government or the manufacturer, (iii) third party hardware or software,

or (iv) the governments' failure to implement all error corrections which are issued under this agreement.

For any licensed software that does not operate as warranted in this Section 2, and provided UNICOM Government has received written notice of such non-conformance within the applicable warranty period, UNICOM Government shall, at its discretion (i) replace the Licensed software with software of substantially the same functionality; or (ii) terminate the license and refund the relevant license fees paid for such non-compliant software. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication.

THIS IS THE GOVERNMENT'S EXCLUSIVE REMEDY AND UNICOM GOVERNMENT'S SOLE LIABILITY FOR FAILURE OF ANY LICENSED SOFTWARE AS DESCRIBED IN THIS SECTION 2.

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY UNICOM GOVERNMENT AND ITS LICENSORS, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL UNICOM GOVERNMENT, ITS LICENSORS, OR LICENSEE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN ANY ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. UNICOM GOVERNMENT AND ITS LICENSOR'S LIABILITY UNDER THIS AGREEMENT SHALL IN NO WAY EXCEED THE AMOUNT OF FEES PAID BY LICENSEE , AND IF SUCH DAMAGES RESULT FROM LICENSEE'S USE OF THE PRODUCTS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID FOR THE RELEVANT PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY.

3. TECHNICAL SERVICES

UNICOM Government, without additional charge to the ordering activity, shall provide a hot line technical support number, 1-800-999-4874 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 08:00AM EST to 05:00PM EST.

4. SOFTWARE MAINTENANCE

(a) Software maintenance as it is defined:

 X 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge, support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion

forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. Software Maintenance as a product is billed at the time of purchase.

 X 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software.

Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

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

(a) UNICOM Government shall honor orders for periods for the duration of the contract period or a lesser period of time.

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

(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 UNICOM Government in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- (a) The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity, UNICOM Government shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- (b) Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- (c) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

7. TERM LICENSE CESSATION

RESERVED

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

- (a) Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

The Commercial Computer Software and/or Commercial Computer Software documentation and other technical data acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided in accordance with and subject to the terms of Licensor's Commercial License Terms as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulation ("FAR") and its successors.

- (b) When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the licensor's 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 been licensed to use the software, even if the subdivision did not participate in the acquisition of the software, provided the terms of the applicable software license conditions. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the licensor'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 UNICOM Government . 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 limited right to use the computer software and documentation ordered by it solely for its internal business operations and subject to the terms of this contract and the commercial software license agreement. An ordering activity may allow its agents and contractors to use the software for the purpose, subject to the terms of its contract and the commercial software license agreement. Provided the terms of the applicable software license conditions are satisfied for the purpose 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 licensor'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.

(6) Licensor retains all ownership and intellectual property rights to the programs and anything developed by licensor and delivered to an ordering activity under this contract resulting from technical support services provided hereunder. An ordering activity may make a sufficient number of copies of each program for its licensed use and one copy of each program media.

(7) Ordering activities may not:

- remove or modify any program markings or any notice of licensor's proprietary rights;
- make the programs, or materials resulting from services provided, available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services acquired):

- use the programs to provide third party training on the content and/or functionality of the programs, related documentation or technical data except for training licensed users;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs; or
 - disclose results of any program benchmark tests without UNICOM Government's prior written consent.

9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 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. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

Right-to-copy licenses are not offered.

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

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

1. SCOPE

(a) The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT within the scope of this Information Technology Schedule.

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

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

(a) Performance incentives may be agreed upon between UNICOM Government and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

(b) The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

(c) Incentives should be designed to relate results achieved by UNICOM Government 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 UNICOM Government. Incentives shall be based on objectively measurable tasks.

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

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) UNICOM Government shall commence performance of services on the date agreed to by the UNICOM Government and the ordering activity.
- (b) UNICOM Government agrees to render services only during normal working hours, unless otherwise agreed to by UNICOM Government 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 UNICOM Government travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all UNICOM Government travel. UNICOM Government 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 UNICOM Government, require UNICOM Government 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 UNICOM Government, 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, UNICOM Government 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 UNICOM Government, 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, UNICOM Government 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 UNICOM Government's cost properly allocable to, the performance of any part of this contract; and
- (2) UNICOM Government asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION/ACCEPTANCE OF SERVICES

Each deliverable shall be presumed accepted (as defined in FAR 45.101 ten (10) days after receipt by the COR unless the COR otherwise notifies UNICOM Government of nonconformance. All such deliverables are subject to acceptance in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

UNICOM Government 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 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay UNICOM Government, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
- (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that UNICOM Government 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 PROFESSIONAL SERVICES AND PRICING

(a) UNICOM Government shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Professional Services should be presented in the same manner as UNICOM Government sells to its commercial and other ordering activity customers. If UNICOM Government is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

(b) Pricing for all IT Professional Services shall be in accordance with UNICOM Government's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

Professional Services Labor Category Descriptions – see Attachment A.

Professional Services Labor Pricing is below:

UNICOM Government, Inc.					
Labor Categories SIN 132-51	GSA Sell Price w/IFF				
	Year 1 2011 - 2012	Year 2 2012 - 2013	Year 3 2013 - 2014	Year 4 2014 - 2015	Year 5 2015 - 2016
Unified Communications Engineer I	\$118.00	\$121.54	\$125.19	\$128.94	\$132.81
Unified Communications Engineer II	\$129.00	\$132.87	\$136.86	\$140.96	\$145.19
Unified Communications Engineer III	\$185.00	\$190.55	\$196.27	\$202.15	\$208.22
Virtualization Engineer I	\$127.00	\$130.81	\$134.73	\$138.78	\$142.94
Virtualization Engineer II	\$160.00	\$164.80	\$169.74	\$174.84	\$180.08
Virtualization Engineer III	\$235.00	\$242.05	\$249.31	\$256.79	\$264.49
Physical Security Engineer II	\$230.00	\$236.90	\$244.01	\$251.33	\$258.87
Physical Security Engineer I	\$170.00	\$175.10	\$180.35	\$185.76	\$191.34
Physical Security Specialist I	\$122.00	\$125.66	\$129.43	\$133.31	\$137.31
Program Manager I	\$210.00	\$216.30	\$222.79	\$229.47	\$236.36
Program Manager II	\$220.00	\$226.60	\$233.40	\$240.40	\$247.61
Project Manager I	\$170.00	\$175.10	\$180.35	\$185.76	\$191.34
Project Manager II	\$190.00	\$195.70	\$201.57	\$207.62	\$213.85
Systems Engineer I	\$108.00	\$111.24	\$114.58	\$118.01	\$121.55
Systems Engineer II	\$135.00	\$139.05	\$143.22	\$147.52	\$151.94
Systems Engineer III	\$185.00	\$190.55	\$196.27	\$202.15	\$208.22
Network Engineer I	\$103.00	\$106.09	\$109.27	\$112.55	\$115.93
Network Engineer II	\$129.00	\$132.87	\$136.86	\$140.96	\$145.19
Network Engineer III	\$180.00	\$185.40	\$190.96	\$196.69	\$202.59

Attachment A

Professional Services Labor Category Descriptions

Commercial Job Title: UNIFIED COMMUNICATIONS ENGINEER I

Minimum/General Experience: A Unified Communications Engineer I has generally 2+ years experience with VoIP industry networking products and protocols. Demonstrated proficiency in troubleshooting and resolving problems of a moderate scope.

Functional Responsibility: Performs assessments of existing infrastructures and develops detailed network designs. Possesses an understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. Typically works as part of an engineering team tasked with providing unified communications solutions.

Education/Mimumum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level I	Years of Experience		-	2	4	6

Commercial Job Title: UNIFIED COMMUNICATIONS ENGINEER II

Minimum/General Experience: A Unified Communications Engineer II has generally 2+ years experience with VoIP industry networking products and protocols. Demonstrated proficiency in troubleshooting and resolving problems of a complex and broad scope.

Functional Responsibility: Architects, designs and manages the implementation of the Unified Communications solution. Analyzes requirements, identifies gaps and executes the design phase of the project. Performs assessments of existing infrastructures and develops detailed network designs. Possesses a deep understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. May provide management oversight for subordinates.

Education/Mimumum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level II	Years of Experience	2	4	6	8	10

Commercial Job Title: UNIFIED COMMUNICATIONS ENGINEER III

Minimum/General Experience: A Unified Communications Engineer III has generally 6+ years experience with VoIP industry networking products and protocols. Demonstrated proficiency in troubleshooting and resolving problems of a complex and broad scope. Demonstrated proficiency in applying analytical skills and technical knowledge to design a unified communication solution.

Functional Responsibility: Architects, designs and manages the implementation of the Unified Communications solution. Analyzes requirements, identifies gaps and executes the design phase of the project. Performs assessments of existing infrastructures and develops detailed network designs. Possesses a deep understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. Usually is the primary point of contact for the client technical team. Provide management oversight for subordinates.

Education/Minimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level III	Years of Experience	6	8	10	12	14

Commercial Job Title: VIRTUALIZATION ENGINEER I

Minimum/General Experience: A Virtualization Engineer I has generally 2+ years experience with networking and enterprise storage technologies. Demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies.

Functional Responsibility: Plans, develops and coordinates the operations and maintenance of current and future virtual frames. Troubleshoots applications, operating systems, server hardware, network communications and storage communication problems within the virtual frame. Provides operations and maintenance support to virtual frames across various network and systems within the enterprise.

Education/Minimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level I	Years of Experience	2	4	6	8	10

Commercial Job Title: VIRTUALIZATION ENGINEER – II

Minimum/General Experience: A Virtualization Engineer II has generally 4+ years experience with networking and enterprise storage technologies. Demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies.

Functional Responsibility: Designs detailed architecture of the virtualization solutions as well as overseeing and participating in the implementation of the configuration. May be responsible for supervision of virtualization teams and providing technical direction to support staff. Plans, develops and coordinates the operations and maintenance of current and future virtual frames. Troubleshoots applications, operating systems, server hardware, network communications and storage communication problems within the virtual frame. Provides operations and maintenance support to virtual frames across various network and systems within the enterprise.

Education/Mimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level II	Years of Experience	4	6	8	10	12

Commercial Job Title: VIRTUALIZATION ENGINEER III

Minimum/General Experience: A Virtualization Engineer III has generally 6+ years experience with networking and enterprise storage technologies. Demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies.

Functional Responsibility: Responsible for virtualization services solutions development, planning and execution. Requirements include the management of virtualization teams that plan, develop and coordinate the operations and maintenance of existing and future virtual frames. Considered a virtualization expert, individual manages the company’s virtualization services, and is responsible for all virtualization consulting resources. Provides daily supervision and direction to support staff, and is the primary interface with government/client technical representatives.

Education/Mimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level III	Years of Experience	6	8	10	12	14

Commercial Job Title: PHYSICAL SECURITY ENGINEER II

Minimum/General Experience: A Physical Security Engineer II has generally 4+ years experience with networks and security related disciplines in multiple cross-functional system designs.

Functional Responsibility: Performs and/or manages security services in one or more of the specialized security areas while applying incident management, problem solving, and task management. Develop cross-functional system designs and performance requirements. Prepare technical specifications and actively participate in system design. Coordinate and support the installation, maintenance, and testing of electronic systems and/or equipment. Lead design and project control meetings. Develop and maintain blueprints and drawings for system designs. Provide analytical research and technical support to projects. Produce finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and Vulnerability and Needs Assessments.

Education/Mimumum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level II	Years of Experience	4	6	8	10	12

Commercial Job Title: PHYSICAL SECURITY ENGINEER I

Minimum/General Experience: A Physical Security Engineer I has generally 2+ years experience with networks and security related disciplines in multiple cross-functional system designs.

Functional Responsibility: Performs security services in one or more of the specialized security areas while applying incident management, problem solving, and task management. Develop cross-functional system designs and performance requirements. Prepare technical specifications and actively participate in system design. Provide installation, maintenance, and testing of electronic systems and/or equipment. Develop and maintain blueprints and drawings for system designs. Provide analytical research and technical support to projects. Produce finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and Vulnerability and Needs Assessments.

Education/Mimumum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level I	Years of Experience	2	4	6	8	10

Commercial Job Title: PHYSICAL SECURITY SPECIALIST I

Minimum/General Experience: A Physical Security Specialist I has generally 1+ years experience with basic security related disciplines and can apply research techniques, performance requirements, and technical specifications.

Functional Responsibility: Perform general security services while applying incident management, problem solving, and task management. Apply basic research techniques in support of system design efforts. Understand system function and performance requirements, and technical specifications and dependencies within the system design. Perform and support the installation, configuration, maintenance, and testing of electronic systems and/or equipment. Usually under the direct supervision of senior level staff.

Education/Mimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level I	Years of Experience		1	3	5	7

Commercial Job Title: PROGRAM MANAGER – Level I

Minimum/General Experience: A Program Manager I has generally 3+ years experience managing multiple moderately complex projects. Demonstrated proficiency in managing development, marketing, communication, application, quality, and resource allocation within client requirements.

Functional Responsibility: Typically manages the performance of projects with minimal complexity that may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, acquisition management, quality control, administration, etc. Leads a technical team by instructing, directing, and checking the work of other team members. Responsible for the quality assurance review and evaluation of program deliverables.

Education/Mimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level I	Years of Experience		3	5	7	9

Commercial Job Title: PROGRAM MANAGER – Level II

Minimum/General Experience: A Program Manager II has generally 4+ years experience managing multiple moderately complex projects. Demonstrated proficiency in managing development, marketing, communication, application, quality, and resource allocation within client requirements.

Functional Responsibility : Typically manages the performance of multiple projects with moderate complexity that may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, acquisition management, quality control, administration, etc. Leads a technical team by instructing, directing, and checking the work of other team members. Responsible for the quality assurance review and evaluation of program deliverables.

Education/Mimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level II	Years of Experience	4	6	8	7	9

Commercial Job Title: PROJECT MANAGER – Level I

Minimum/General Experience: A Project Manager I has generally 1+ years experience performing project oversight to include but not limited to status reviews, budgeting, personnel management, technical requirement management, and schedule management. Has management oversight by higher management.

Functional Responsibility: Responsible for successful project implementation, monitoring and completion. Assigns and directs project personnel; and serves as primary technical point of interface with Government and/or Client management/technical personnel. Performs formal and informal project status/quality reviews, and reports on the financial, management and technical requirements. Reviews and has final approval of project deliverables prior to client delivery. Typically under the general oversight of a higher level of management for mentorship and guidance.

Education/Mimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level I	Years of Experience		1	3	5	7

Commercial Job Title: PROJECT MANAGER – Level II

Minimum/General Experience: A Project Manager II has generally 1+ years experience performing project oversight to include but not limited to status reviews, budgeting, personnel management, technical requirement management, and schedule management. Must have a Project Management Professional (PMP) certification.

Functional Responsibility: Responsible for successful project implementation, monitoring and completion. Assigns and directs project personnel; and serves as primary technical point of interface with Government and/or Client management/technical personnel. Provides a significant level of competence to any technology project they support. Performs formal and informal project status/quality reviews, and reports on the financial, management and technical requirements. Reviews and has final approval of project deliverables prior to client delivery.

Education/Minimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level II	Years of Experience	1	3	5	7	9

Commercial Job Title: SYSTEMS ENGINEER I

Minimum/General Experience: A System Engineer I has generally 2+ years experience of networking techniques, COTS software systems, operating systems, and server architectures.

Functional Responsibility: Performs general systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Develops and applies standard methods, theories and research techniques in the investigation and solution of COTS software applications. Specialized experience includes analysis, design or maintenance of software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems.

Education/Minimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level I	Years of Experience				2	4

Commercial Job Title: SYSTEMS ENGINEER II

Minimum/General Experience: A System Engineer II has generally 2+ years experience in client/server architecture, networking techniques, protocols, and databases.

Functional Responsibility: Performs general systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Assists with the implementation and rollout of solutions. Develops and applies standard methods, theories and research techniques in the investigation and solution of COTS software applications. Specialized experience includes analysis, design or maintenance of software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. May provide supervision to subordinate staff and project team.

Education/Mimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level II	Years of Experience			2	4	6

Commercial Job Title: SYSTEMS ENGINEER III

Minimum/General Experience: A System Engineer III has generally 3+ years experience in advanced design and maintenance of complex software systems, client/server architecture, networking techniques, protocols, operating systems, and databases.

Functional Responsibility: Performs moderately complex systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Coordinates with the client to determine requirements to support specific business functions. Provides training on enhancements, maintenance and operation of systems. Manages or assists with the implementation and rollout of solutions. Develops and applies advanced methods, theories and research techniques in the investigation and solution of moderately complex software applications. Specialized experience includes analysis, design or maintenance of complex software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. May provide supervision to subordinate staff and project team.

Education/Mimum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level III	Years of Experience		3	5	7	9

Commercial Job Title: NETWORK ENGINEER I

Minimum/General Experience: A Network Engineer I has generally 1+ years experience or education equivalence designing, developing, and implementing communication networks and integrating network solutions.

Functional Responsibility: Provides design, analysis, and troubleshooting of IP-driven networks, systems and applications. Performs network assessments and QoS studies. Review and recommend improvements.

Education/Mimumum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level I	Years of Experience		1	3	5	7

Commercial Job Title: NETWORK ENGINEER II

Minimum/General Experience: A Network Engineer II has generally 1+ years experience designing, developing, and implementing communication networks and integrating network solutions. Demonstrated proficiency with administrative tools and applications.

Functional Responsibility: Provides research, development and proof of concept for customer solutions. Participates in the design, assessment, analysis, and troubleshooting of IP-driven networks, systems and applications. Perform network assessments and QoS studies. Review and recommend improvements.

Education/Mimumum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level II	Years of Experience	1	3	5	7	9

Commercial Job Title: NETWORK ENGINEER III

Minimum/General Experience: A Network Engineer III has generally 3+ years experience designing, developing, and implementing communication networks and integrating network solutions. Demonstrated proficiency with administrative tools and applications.

Functional Responsibility: Leads moderately complex research, development and proof of concept for customer solutions. Develops innovative and advanced IT solutions. Participates when required in the design, assessment, analysis, and troubleshooting of IP-driven networks, systems and applications for customers. Perform network assessment work and QoS studies. Review and recommend improvements.

Education/Mimumum Experience Equivalence						
	Education	PHD	MA/MS	BA/BS	AS	HS/GED
Level III	Years of Experience	3	5	7	9	11

BPA TEMPLATE

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

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