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

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

Contract Number: GS-35F-0290X
Business Size: Large
Period Covered by Contract: 03/21/2021 – 03/20/2026

<table>
<thead>
<tr>
<th>Special Item No.</th>
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<td>Purchase of New Equipment</td>
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<td>Equipment Maintenance</td>
</tr>
</tbody>
</table>

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

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

SPECIAL ITEM NUMBER 33411 -- 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 ASSEMBLES AND HARNESSES
   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

SPECIAL ITEM NUMBER 511210 -- 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 SIN 54151.

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

SPECIAL ITEM NUMBER 532420L -- 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 54151 -- 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 54151S -- 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

SPECIAL ITEM NUMBER 811212 -- EQUIPMENT MAINTENANCE

FSC/PSC CLASS J070- MAINTENANCE AND REPAIR SERVICE
(For Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC CLASS J058- MAINTENANCE AND REPAIR OF COMMUNICATION EQUIPMENT

UGI is offering the following under Special Item Number 811212: Parts, Third Party Maintenance
INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES:  Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns. This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

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

1. GEOGRAPHIC SCOPE OF CONTRACT

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

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

2. ORDERING/CONTACT INFORMATION

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

Payment by electronic funds transfer (EFT) is the preferred method of payment.
### Automated Clearing House (ACH) Information

<table>
<thead>
<tr>
<th>Description</th>
<th>UNICOM Government, Inc.</th>
<th>UNICOM Government, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beneficiary (BNF) Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BNF Location</td>
<td>Chantilly, VA, USA</td>
<td>Chantilly, VA, USA</td>
</tr>
<tr>
<td>BNF Account Number</td>
<td>3301049480</td>
<td>3301049480</td>
</tr>
<tr>
<td>BNF Bank Name</td>
<td>Silicon Valley Bank</td>
<td>Silicon Valley Bank</td>
</tr>
<tr>
<td>BNF Bank Address</td>
<td>Santa Clara, CA</td>
<td>3003 Tasman Drive</td>
</tr>
<tr>
<td>BNF Bank CSZ</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BNF Bank ABA R/T Number</td>
<td>121140399</td>
<td>121140399</td>
</tr>
<tr>
<td>SWIFT Bank Identifier Code</td>
<td>---------------</td>
<td>SVBKUS6S</td>
</tr>
<tr>
<td>BNF Bank POC</td>
<td>Any Operator</td>
<td>Any operator</td>
</tr>
<tr>
<td>BNF Bank Telephone Number</td>
<td>408-654-7400</td>
<td>408-654-7400</td>
</tr>
</tbody>
</table>

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

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

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

### 3. LIABILITY FOR INJURY OR DAMAGE

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

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

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

### 5. FOB DESTINATION

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

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

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

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

6. DELIVERY SCHEDULE

(a) UGI shall deliver to destination within 30 days after receipt of order (ARO), or as otherwise negotiated.

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

7. DISCOUNTS

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

8. TRADE AGREEMENTS ACT OF 1979, as amended

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

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

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

11. MAXIMUM ORDER

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

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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-STD), which are cited by ordering activities, shall be responded to promptly by UGI.

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: UGI may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: UGI may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, UGI may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, UGI may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: UGI may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, UGI ’s participation in such order may be restricted in accordance with FAR Part 9.5.
(g) Documentation/Standards: UGI may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

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

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

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

16. 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

17. 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.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

(a) For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
(1) Time of delivery/installation quotations for individual orders
(2) 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.

19. OVERSEAS ACTIVITIES

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

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

(b) OEM warranty/guaranty and repairs, parts and services shall apply to overseas activities as available. Additional warranty, guaranty or services may be offered by UGI upon request. Upon request of UGI, the ordering activity may provide UGI with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to UGI’s technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

23. SECTION 508 COMPLIANCE

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

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

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

(b) The following statement:
   This order is placed under written authorization from ______ dated ______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.
25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) UGI shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, UGI shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or UGI gives written notice to the Contracting Officer, whichever period is longer.

(c) UGI shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. UGI shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. ADVANCE PAYMENTS

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

1. PARTIAL SHIPMENTS/PARTIAL PAYMENTS

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

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

2. MARKING AND DOCUMENTATION

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

| Ship to: |
|------------------|------------------|
| Customer Name/Location |
| Ship to Building or Address |
| Ship to Address line 2 |
| Customer PO# |
| City, State, Zip |
| Country |

<table>
<thead>
<tr>
<th>Box ____ of _____</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sold To Customer#</td>
</tr>
<tr>
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3. SUBSTITUTIONS

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

4. FAR AND GSAR CLAUSES

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

5. ORDER ACCEPTANCE

UGI may reject an order written against this contract within 3 days after receipt if the order does not conform to the terms, conditions and pricing contained in this contract.
TERMS AND CONDITIONS APPLICABLE TO
PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT
(SPECIAL ITEM NUMBER 33411)

1. ORDER

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

2. TRANSPORTATION OF EQUIPMENT

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

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

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

3. TECHNICAL SUPPORT

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

4. INSPECTION/ACCEPTANCE

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

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

5. WARRANTY

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

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

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

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

6. **PURCHASE PRICE FOR ORDERED EQUIPMENT**

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

7. **RESPONSIBILITIES OF THE CONTRACTOR**

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

8. **TRADE-IN OF 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 UGI offers discounted pricing on new product(s) based on a promised equipment trade-in and sixty (60) days elapse after the promised delivery of the trade-in material, UGI reserves the right to charge the customer the full trade-in value.

9. **PRODUCT RETURNS**

Manufacturer warranty applies to defective products. UGI will not accept returns for defective product. (Refer to paragraph 5 WARRANTY.) Product may be returned if an error was made in ordering by the Government or in shipment by UGI. Returns will be accepted under the following conditions:
1. The return is requested within 30 days from the date of invoice, and
2. The product is unused, unopened and is returned to UGI in its original packaging, and
3. All items originally shipped with the product including booklets, instruction manuals and warranty information, are returned with the product.

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

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

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

10. VENDOR/MANUFACTURER LIST

A. HAVIS
B. UNICOM Government, Inc. (Professional Services)
1. **INSPECTION/ACCEPTANCE**

UGI 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 UGI contract pricelist will apply to this contract.

(b) UGI 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) UGI 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 a period of ninety days from the physical receipt of the software.

(d) UGI 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 foregoing limited warranty shall not apply to any defect in the software product that is caused (i) the use or operation of the software product with an application or in an environment other than that intended or recommended by UGI, (ii) modifications to the software product not made by UGI 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 UGI has received written notice of such non-conformance within the applicable warranty period, UGI 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 UGI’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 UGI AND ITS LICENSORS, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
IN NO EVENT SHALL UGI, 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 PARITY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. UGI 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 LIABLITY.

3. TECHNICAL SERVICES

UGI, without additional charge to the ordering activity, shall provide a hot line technical support number, 703-502-2200 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:

1. Software Maintenance as a Product (SIN 511210 or SIN 511210)
   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.

2. Software Maintenance as a Service (SIN 54151)
   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.

(b) Invoices for maintenance service shall be submitted by UGI 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 511210) AND MAINTENANCE (SIN 54151)

(a) UGI 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 UGI.

(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 UGI 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, UGI 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 511210, SIN 511210, AND SIN 54151)

(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 UGI. 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 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 UGI’s prior written consent.

9. SOFTWARE CONVERSIONS (SIN 511210 AND SIN 511210)

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 (532420L3), 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 (532420L2), 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

UGI 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 54151S)

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 54151S Information Technology Professional Services apply exclusively to IT within the scope of this Information Technology Schedule.

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

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

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

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

   (c) Incentives should be designed to relate results achieved by UGI to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate UGI. Incentives shall be based on objectively measurable tasks.

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

3. ORDER

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

   (b) All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

   (a) UGI shall commence performance of services on the date agreed to by the UGI and the ordering activity.
(b) UGI agrees to render services only during normal working hours, unless otherwise agreed to by UGI and the ordering activity.

(c) The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

(d) Any UGI travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all UGI travel. UGI cannot use GSA city pair contracts.

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

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

1. Cancel the stop-work order; or
2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, UGI shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

1. The stop-work order results in an increase in the time required for, or in UGI’s cost properly allocable to, the performance of any part of this contract; and
2. UGI asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

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

7. **RESPONSIBILITIES OF THE CONTRACTOR**

UGI shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (MAY 2014) Rights in Data – General, may apply.

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

9. **INDEPENDENT CONTRACTOR**

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

10. **ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) Definitions:

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay UGI, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2018) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2018) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
   (1) The offeror;
   (2) Subcontractors; and/or
   (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that UGI receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.
16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

UGI provides a description of each type of IT Service offered under Special Item Numbers 54151S. IT Professional Services are presented in the same manner as UGI sells to its commercial and other ordering activity customers.

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<td>$252.97</td>
<td>$259.80</td>
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Professional Services Labor Category Descriptions

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.

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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. Demonstrates proficiency with administrative tools and applications.


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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. Demonstrates proficiency with administrative tools and applications.


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UNIFIED COMMUNICATIONS ENGINEER I

Minimum/General Experience: A Unified Communications Engineer I has generally 2+ years experience with VoIP industry networking products and protocols. Demonstrates 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.
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. Develops cross-functional system designs and performance requirements. Prepares technical specifications and actively participate in system design. Provides installation, maintenance, and testing of electronic systems and/or equipment. Develops and maintains blueprints and drawings for system designs. Provides analytical research and technical support to projects. Produces finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and Vulnerability and Needs Assessments.

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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. Develops cross-functional system designs and performance requirements. Prepares technical specifications and actively participate in system design. Coordinates and supports the installation, maintenance, and testing of electronic systems and/or equipment. Leads design and project control meetings. Develops and maintains blueprints and drawings for system designs. Provides analytical research and technical support to projects. Produces finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and Vulnerability and Needs Assessments.

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

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PROGRAM MANAGER – Level I

Minimum/General Experience: A Program Manager I has generally 3+ years experience managing multiple moderately complex projects. Demonstrates 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.

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PROGRAM MANAGER – Level II

Minimum/General Experience: A Program Manager II has generally 4+ years experience managing multiple moderately complex projects. Demonstrates 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.

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**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.

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**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.

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<td>Years of Experience</td>
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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.

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<th>Education/Minimum Experience Equivalence</th>
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<td>Years of Experience</td>
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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.

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<th>Education/Minimum Experience Equivalence</th>
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<td>Years of Experience</td>
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| Education | | | | 6 |

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.

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<th>Education/Minimum Experience Equivalence</th>
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**UNIFIED COMMUNICATIONS ENGINEER II**

**Minimum/General Experience:** A Unified Communications Engineer II has generally 2+ years experience with VoIP industry networking products and protocols. Demonstrates 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.

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<tr>
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**UNIFIED COMMUNICATIONS ENGINEER III**

**Minimum/General Experience:** A Unified Communications Engineer III has generally 6+ years experience with VoIP industry networking products and protocols. Demonstrates proficiency in troubleshooting and resolving problems of a complex and broad scope, and 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.
VIRTUALIZATION ENGINEER I

Minimum/General Experience: A Virtualization Engineer I has generally 2+ years experience with networking and enterprise storage technologies. Demonstrates proficiency 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.

VIRTUALIZATION ENGINEER II

Minimum/General Experience: A Virtualization Engineer II has generally 4+ years experience with networking and enterprise storage technologies. Demonstrates proficiency 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.
VIRTUALIZATION ENGINEER III

Minimum/General Experience: A Virtualization Engineer III has generally 6+ years experience with networking and enterprise storage technologies. Demonstrates proficiency 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, 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.

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TERMS AND CONDITIONS APPLICABLE TO
LEASING OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY PRODUCTS
(SPECIAL ITEM NUMBER 532420L)

LEASE TYPES

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

1. Lease to Ownership,
2. Lease with Option to Own, and
3. Step Lease.

Orders for leased products must specify the leasing type.

UGI is proposing Option 2, which contains a cancellation clause.

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 532420L: “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 UGI 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. UGI 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 UGI.

(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 UGI 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. UGI (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 UGI, 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 UGI 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 UGI 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) UGI will respond with:
(i) Whether UGI 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 UGI based on the information set forth in UGI’s quote. In the event that the ordering activity does not issue a delivery order within the validity period stated in UGI’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 UGI, or in the event of bankruptcy of UGI, corporate dissolution of UGI, 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 UGI will not relieve UGI 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. UGI 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 UGI’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 UGI, 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 UGI 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, UGI agrees to apply the negotiated lease factor to the agreed upon base value: **800 basis points**. (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 UGI 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 UGI 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 crate or suffer any levy, lien or encumbrance then except those created for the benefit of UGI 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 UGI at the location specified by UGI 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) UGI 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 UGI instruction.

(iv) With respect to software, the ordering activity shall state in writing to UGI 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 UGI, and are not subject to the interest of any third party other than UGI.
(b) Any other additions may not be installed without UGI’s prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
   (1) were not leased from UGI, 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 UGI’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 UGI shall undertake such relocation.

10. TITLE

During the lease term, product shall always remain the property of UGI. 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 UGI. 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 UGI 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 UGI. 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
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 811212)

1. SERVICE AREAS

Maintenance service may be provided to all U.S. locations. Maintenance and repair service rates are applicable to any ordering activity as determined by the Manufacturer at the time of order.

2. MAINTENANCE ORDER

(a) Agencies may use written orders, credit card orders, or BPAs, for ordering maintenance under this contract. UGI shall confirm orders within fifteen (15) calendar days from the date of receipt.

(b) UGI shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for equipment provide under this Schedule. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service placed before the contract expires shall constitute a valid order.

(c) Maintenance may be discontinued by the ordering activity on thirty (30) calendar days after written notice, or shorter notice when agreed to by UGI - such notice to become effective thirty (30) calendar days from the date on the notification; however, the ordering activity may extend the original discontinuance date upon written notice to UGI, 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 of a maintenance order citing the new appropriation shall be required if maintenance is to continue during any remainder of the contract period.

(e) Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a twelve (12) month, fiscal year period, 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 UGI 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 UGI Sales Account Representative for assistance.

4. LOSS OR DAMAGE

If UGI (or UGI’s representative) removes equipment to its establishment for repairs, UGI 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) UGI 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 UGI 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 UGI or the OEM as applicable, if the equipment was under UGI or the OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
   (3) If the equipment was not under UGI 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 811212 (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 UGI.

(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 UGI in writing, at least thirty (30) days in advance, of any proposed relocation of covered equipment and UGI will determine whether the new location is eligible for maintenance coverage. UGI 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, UGI 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 UGI 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 UGI 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 UGI.

8. MAINTENANCE RATE PROVISIONS

Maintenance is only available for products listed under Special Item Number 811212. Maintenance for add-on products may be available outside the scope of this contract. Please contact your UGI Sales Account Representative or call 800-999-4874 for assistance.

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

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

10. INVOICES AND PAYMENTS

Invoices for OEM maintenance service shall be submitted to the ordering agency by UGI on a 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.