

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

CELERGY NETWORKS, INC.
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URL: www.celergy.com

Contract Number: GS-35F-0360W

Period Covered by Contract: April 1, 2010 – March 31, 2015

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D304	Paging Services, Cellular/PCS Voice 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 D308	Millennium Conversion Services (Y2K)
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

<i>Special Item Numbers:</i>	<i>FPDS Codes:</i>
SIN 132-51STLOC and 132-51RC, Information Technology Professional Services	D301, D302, D304, D306, D307, D308, D310, D311, D313, D316, D317, D399

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

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

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

TABLE OF CONTENTS

INFORMATION FOR ORDERING ACTIVITIES

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

DESCRIPTIVE INFORMATION RELATING TO THE SERVICES OFFERED BY CELERGY NETWORKS

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAM

BLANKET PURCHASE AGREEMENTS (BPAs)

CELERGY NETWORKS TEAM ARRANGEMENTS

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 micro-purchase 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!TM on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contains 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 micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

Acceptance Test Plan and Procedures includes completion of final inspection and quality control check-off form. Upon completion a DD Form 250 is prepared and submitted to the customer for acceptance, sign-off and payment.

The nature and extent of inspection and acceptance testing activities including the records to be established shall be specified in such documents as task orders, purchase orders, and drawings.

Final Inspections and tests as specified in task orders, purchase orders, or drawings are carried out to ensure the project meets the specified requirements.

2. CELERGY NETWORKS'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Celergy Networks will accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. Celergy Networks 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 can be used by ordering activities to obtain technical and/or ordering assistance: **(760) 268-1913**

3. LIABILITY FOR INJURY OR DAMAGE

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

Celergy Networks Warranty: The structured cabling (jacks, patch panels, cable, etc) that is installed to support the wireless devices would fall under the Structured Cabling Products and Services Warranty below. The actual wireless devices (access points, radios, power injectors, etc.) would fall under 'Non-Structured Cabling' and 'Electronic Components' listed in the warranty statement below:

As to Structured Cabling Products and Services:

Celergy Networks warrants the labor and material of all manufactures "Structured Cabling Components" supplied by Celergy Networks such as cable, jacks, termination blocks, patch panels and connectors to be free and clear of defects in material and workmanship for a period of (12) months from the date of initial cutover. Cutover, shall be defined as "when all above listed and agreed upon services have been performed and completed per the terms and conditions of this contract. Celergy Networks will repair or replace, at its discretion, any component which fails as a result of normal operation during the warranty period. Any work performed by anyone other than Celergy Networks or damage caused by others to any segment or portion of the services provided by Celergy Networks in accordance with the above mentioned statement of work will void the warranty of this agreement.

As to Non-Structured Cabling Products and Services:

All "Non-Structured Cabling" products such as "Electronic Components" shall carry its original manufacturer's limited warranty and there will be no additional warranty offered or extended from Celergy Networks unless noted above. These warranties are exclusive and are in lieu of all other warranties expressed or implied with respect to all products, parts and services provided or sold by Celergy Networks to the customer, including but not limited to merchantability and fitness for a purpose. Celergy Networks expressly disclaims all other liability for any breach of warranty, including any incidental or consequential damages.

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **606674141**

Block 30: Type of Contractor - **B**

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

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

Block 36: Celergy Networks Taxpayer Identification Number (TIN): **33-0373087**

4a. CAGE Code: **3BYC8**

4b. Celergy Networks has registered with the Central Contractor Registration Database.

5. **FOB DESTINATION** 50 States, District of Columbia, and Puerto Rico

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER

132-51STLOC and 132-51RC

DELIVERY TIME (Days ARO)

As Agreed Between Contractor and Ordering Activity

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

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment – 0% Net 30 days from receipt of invoice or date of acceptance.
- b. Quantity - None
- c. Dollar Volume - None
- d. Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other - None

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

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

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:** Not Applicable

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

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-51STLOC and 132-51RC - Information Technology Professional Services

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

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

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

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

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal 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.

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

- (a) **Security Clearances:** Celergy Networks 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 is not factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** Celergy Networks 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, Celergy Networks 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, Celergy Networks 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:** Celergy Networks 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, Celergy Networks participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Celergy Networks 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 Celergy Networks 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).

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

16. GSA ADVANTAGE!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The Internet address is <http://www.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) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

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

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the contractor 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 contractor. 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

Contractor 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 Celergy Networks (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

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

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractor's (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 Celergy Networks has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule Celergy Networks); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

- (a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Celergy Networks shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

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

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

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

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

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

<p>Program Manager</p>	<p>Six years experience in the specialized are of management responsibility.</p> <p>Bachelor's degree. Preferred majors are Business, Management, Information Systems, Computer Science and Engineering.</p>	<p>Responsible for a core group of projects and contracts in an IT area. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Schedules and allocates work; provides advice, guidance, and training to subordinates. Responsible for project planning execution, and performance. Shall be responsible for the overall contract performance. Manages substantial program/technical support operations involving multiple project/task orders and personnel at diverse locations. Shall have demonstrated information technology expertise and communications skills to be able to interface with all levels of management. Provides input regarding the management structure to effectively direct program/technical support activities. Meets and confers with Government management officials regarding the status of specific Contractor program/technical activities and problems, issues or conflicts regarding resolution.</p>
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<p>Program Manager II</p>	<p>Four years managerial experience with demonstrated ability in the management of projects for four years.</p> <p>Bachelor's degree. Preferred majors are Business, Management, Information Systems, Computer Science and Engineering.</p>	<p>Serves as Project Manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall either assist the Program Manager or work with the Government Contracting Officer's Representative (COR), the task order level COR(s), government management personnel and customer agency representatives. Responsible for insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with contract requirements. Reports in writing and orally to contractor management and Government representatives. Provides competent leadership and responsible program direction through successful performance of a variety of detailed, diverse elements of project transitioning. Plans and directs technological improvements and project management implementation. Manages a diverse group of functional activities, subordinate groups of technical and administrative personnel. Provides business, technical, and personnel management across multiple projects, such as engineering studies, computer applications and systems development. The individual assigned to this position shall possess knowledge of the use of contemporary project management tools and shall have command of the core principles of effective management, including effective delegation, ownership, responsibility development, and tracking. The Senior Program Manager shall have experience in managing subordinate groups of technical and administrative personnel.</p>
<p>Network Engineer III</p>	<p>Eight years of technical telecom experience, supplemented with continuing education courses/technical seminars within telecom.</p> <p>Bachelor's degree. Preferred majors are Computer Science, Information Systems, Mathematics, Engineering, or a related field; or technical training equivalent with an additional four years of related work experience.</p>	<p>Responsible for complex engineering and/or analytical tasks and activities associated with one or more technical areas within the telecom function (such as, but not limited to, network design, engineering, implementation, or operations/user support).</p>

<p>Network Engineer II</p>	<p>Six years of technical network experience, supplemented with continuing education courses/technical seminars within telecom.</p> <p>Bachelor's degree in a technical or a scientific discipline. Preferred majors are Management Information Systems, Computer Science and Electronics, Engineering; or technical training equivalent with an additional four years of related work experience.</p>	<p>An individual contributor job. Responsible for complex engineering and/or analytical tasks and activities associated with one or more technical areas within the networking function (such as, but not limited to, network design, engineering, implementation, or operations/user support).</p>
<p>Network Architect</p>	<p>Six years of IT experience, much of which is directly related to the design and development of complex distributed systems.</p> <p>Bachelor's degree. Preferred majors are Business, Management Information Systems, Computer Science and Engineering.</p>	<p>Formulates/defines specifications for complex software programming applications or modifies/maintains complex existing applications. Responsible for program design, coding, testing, debugging and documentation. Usually responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting and advanced mathematical/scientific software packages. Has full technical knowledge of all phases of software systems programming applications. Also has duties instructing, directing and checking the work of other systems programming personnel. Responsible for quality assurance review and the evaluation of new and existing software products. Acts as project leader for projects with small budgets or limited duration.</p>
<p>System Engineer III</p>	<p>Eight years of IT experience much of which is directly related to the design and development of complex distributed systems.</p> <p>Bachelor's degree in a technical or a scientific discipline. Preferred majors are Management Information Systems, Computer Science and Electronics Engineering.</p>	<p>Top level technical expert in one or more highly specialized phases of software systems programming. Acts independently under general direction. Provides technical consulting on complex projects. Formulates/defines specifications for complex software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Responsible for program design, coding, testing, debugging and documentation. Usually responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting and advanced mathematical/scientific software packages. Has full technical knowledge of all phases of software systems programming applications. May have duties instructing, directing and checking the work of other software systems programming personnel. May have quality assurance review and/or new and existing software product evaluation responsibilities.</p>

<p>System Engineer II</p>	<p>Six years of IT experience much of which is directly related to the design and development of complex distributed systems.</p> <p>Bachelor's degree in a technical or a scientific discipline. Preferred majors are Management Information Systems, Computer Science and Electronics, Engineering; or technical training equivalent with an additional four years of related work experience.</p>	<p>Under general direction, formulates/defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs and documents those programs. Usually responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting and advanced mathematical/scientific software packages. Competent to work at the highest level on all phases of software systems programming applications. May have responsibility for the evaluation of new and existing software products. May assist other systems programmers to effectively utilize the system's technical software.</p>
<p>Analyst II</p>	<p>Four years of specialized experience in Computer Science, Information Systems, Engineering, Business or other related discipline.</p> <p>Bachelor's degree in a technical or a scientific discipline. Preferred majors are Management Information Systems, Computer Science and Electronics, Engineering; or technical training equivalent with an additional four years of related work experience.</p>	<p>Analyzes user needs to determine functional and cross-functional requirements. Operates in a business or technical environment, using analytical and evaluative techniques. Has extensive experience in particular functional area. Confers with personnel of organizational units and identifies specific input and output requirements. Conducts operational effectiveness reviews. Develops or updates functional or operational manuals outlining established procedures in accordance with organizational policy. Performs feasibility studies and cost-benefit analyses. Applies business-wide set of disciplines for planning, analysis, design, development, and maintenance of information systems across a major sector of the function or business applications.</p>

<p>Subject Matter Expert II</p>	<p>The continual evolution of new technologies and specialized skills minimize the emphasis placed upon the relevant experience the person may possess. Must have specific subject knowledge & experience with the required certification(s).</p> <p>Bachelor's Degree in IT or related subject field with specific skills/certifications and education that pertain to specialized requirements of the project.</p>	<p>Provides expert consultative support to a functional area of the project. Provide extremely high-level functional system development or analysis. Position incorporates the design, integration, documentation, implementation and analysis on exceptionally complex problems requiring extensive knowledge of the subject matter. This positions provides specialized support to the contract which may, or may not, be technical in nature</p>
<p>Subject Matter Expert I</p>	<p>The continual evolution of new technologies and specialized skills minimize the emphasis placed upon the relevant experience the person may possess. Must have specific subject knowledge & experience with the required certification(s).</p> <p>Bachelor's Degree in IT or related subject field with specific skills/certifications and education that pertain to specialized requirements of the project.</p>	<p>Provides expert consultative support to a functional area of the project. Develops solutions to complex problems. Works closely with the information technologists to identify the best technological solution to technical issues. This positions provides specialized support to the contract which may, or may not, be technical in nature</p>

<p>Senior IT Training Specialist</p>	<p>Six years of experience in preparing and conducting training programs for employees of commercial, services, or government establishments. Specific IT training experience for at least two years.</p> <p>Bachelor's Degree in IT or related subject field with specific skills/certifications and education that pertain to specialized requirements of the project.</p>	<p>Conducts the research necessary to develop and revise training courses and prepare appropriate training manuals for a given technology. Prepared instructor material (course outline, background material, and training aids). Prepares student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel through materials and by conducting formal classroom courses, workshops, and seminars to ensure customer understanding of the specific Information Technology solution.</p>
<p>Technical Specialist II</p>	<p>Four years of experience is required, of which two must be in field of specialty. Typically has specialization in particular software or business application utilized in an end-user environment.</p> <p>Bachelor's degree. Preferred majors are Computer Science, Information Systems, Mathematics, Engineering, or a related field; or technical training equivalent with an additional four years of related work experience</p>	<p>Provides high-level support to users. Applies expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology to troubleshoot complex user/system problems. Applies specific knowledge of complex topics, such as: document imaging, document management, and workflow COTS systems. May provide guidance to lower level technical specialists.</p>

Technical Specialist I	<p>Two years of experience is required. Typically has specialization in particular software or business application utilized in an end-user environment.</p> <p>Bachelor's degree. Preferred majors are Computer Science, Information Systems, Mathematics, Engineering, or a related field; or technical training equivalent with an additional four years of related work experience.</p>	<p>Provides specific support to users. Applies expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology to troubleshoot complex user/system problems. Applies specific knowledge of complex topics, such as: document imaging, document management, and workflow COTS systems.</p>
Inside Plant Specialist	<p>Two years of Inside Plant technical telecom experience, supplemented with continuing education courses/technical seminars within telecom and cabling fields.</p> <p>Bachelor's degree. Preferred majors are Computer Science, Information Systems, Mathematics, Engineering, or a related field; or technical training equivalent with an additional four years of related work experience.</p>	<p>The Inside Plant Specialist will be capable of designing information technology infrastructure solutions to support voice and data physical transfer requirements. They must have knowledge in copper and fiber termination and testing procedures for transmission of voice and data as well as being conversant with the NEC and NFPA codes along with industry standards. They will have a thorough knowledge of specifications of various categories for twisted pair copper (cat3, cat5e, cat6, cat6a) and inside plant fiber optic cables (multimode, single mode), RF coaxial cables, CCTV, CATV and other video cables including an understanding of their data rate capabilities. The ISP Specialist must be able to prepare drawings, material lists, specifications, and scope(s) of work for the proposal and detailed design as required.</p>

Paging Specialist	<p>Four years minimum experience in the installation and repair, and maintenance of voice and/or data transmission systems. Experience required in the direct testing, evaluation, and quality assurance of voice and data networks applied to specific paging solutions.</p> <p>Bachelor's degree. Preferred majors are Computer Science, Information Systems, Mathematics, Engineering, or a related field; or technical training equivalent with an additional four years of related work experience.</p>	<p>Manage and participate in installing, maintaining, repairing, servicing, modifying and troubleshooting a variety of technology infrastructure solutions for paging systems. Diagnose and correct technology equipment failure and malfunctions; modify equipment to ensure full and proper usage of systems and equipment. Establish and coordinate a preventative maintenance program to ensure proper functioning of assigned systems and equipment. Integrate paging equipment with other information technology systems including wireless networking. Assist in the layout and design of new equipment and communications systems for new or renovated facilities to include development and preparation of specifications, installation guidelines and cost evaluations.</p>
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UNIT PRICE (NET PRICE) FOR SERVICE

Program Manager	\$130.58 / hour
Program Manager II	\$135.42 / hour
Network Engineer III	\$212.80 / hour
Network Engineer II	\$130.58 / hour
Network Architect	\$130.58 / hour
System Engineer III	\$212.80 / hour
System Engineer II	\$130.58 / hour
Analyst II	\$82.22 / hour
Subject Matter Expert II	\$212.80 / hour
Subject Matter Expert I	\$130.58 / hour
Senior IT Training Specialist	\$108.82 / hour
Technical Specialist II	\$77.38 / hour
Technical Specialist I	\$43.53 / hour
Inside Plant Specialist	\$43.53 / hour
Paging Specialist	\$77.38 / hour

DESCRIPTIVE INFORMATION

Celergy Networks is an innovative network services company providing network infrastructure and network management solutions across a broad range of industries. Celergy has been in business serving the IT industry nationwide in Voice, Data, and Wireless infrastructure and application needs since 1989.

Our end-to-end-capabilities allow us to handle projects varying from large-scale national rollouts implemented by headquarters personnel, to routine moves, additions and changes, taking place at a regional office.

Celergy Networks committed Project Management team serves as a single point of contact and ensures accountability for all facets of our projects. Celergy Networks multiple certifications enable us to support any location with capabilities spanning from structured wiring installation to full network and software integration services.

CELERGY CORE SERVICES

- Engineering/Design to Build, Project Management and Construction of Voice, Data, Video and Wireless networks (Converged Network Solutions)
- Aerial, Underground and in Bldg. Network Telecommunications Engineering / Installation
- Fiber Installation
- Project Management
- Wireless Network Engineering and Installation
- WLAN (802.11x), WiFi and Point to Point Wireless Solutions
- In Building Cellular
- CCTV / Video Surveillance / IP Camera Design/Engineering / Installation
- VoIP design, implementation and support Avaya/Cisco/NEC/Nortel/Vertical
- Video Conferencing
- Digital signage
- Technical training
- Training Support Services
- Technical documentation
- Rollout Services
- Depot Services: equipment pickup, storage, hardware configuration, imaging, burn-in, centralized deployments, asset tagging and management

DEPOT SERVICES

- Asset tagging, tracking and management
- Asset data wipe, sale and destruction
- System maintenance
- Technical support
- Hardware Configuration
- Imaging
- Burn-in
- Centralized deployments
- Storage
- Spare parts

At Celergy Networks the customer always comes first. Since 1989 our *customer centric* approach has been the foundation of our success in the marketplace. We measure our performance based on client satisfaction and our long list of tenured customers is testimony to our commitment. Celergy Networks prides itself on being able to design and deliver a high quality solution unique to our client's specific needs.

QUALITY ASSURANCE PROCESS

The Quality Assurance Department has developed a set of guidelines and processes, which guarantees Celergy Network's standard of quality service. Employees throughout the company work in tandem with senior management to address the needs of our clients. This includes employees from all departments throughout the company.

- ❑ **Customer Satisfaction Evaluations:** Celergy Networks utilizes a sign off process on Customer Satisfaction Evaluations for a measure to insure responsiveness and customer satisfaction. After receiving customer satisfaction evaluations, the information is signed off by the technician, the technician's supervisor, the QC inspector, the local operations manager and our corporate QC manager.
- ❑ **Quality Status Meeting:** All Senior Executives meet Monday mornings for the Quality Status Meeting. The meeting covers failed Customer Satisfaction Evaluations (CSE) and any Non-Conformance Reports, production, and overtime are also discussed at this time. This weekly interaction enables the management team to better understand the quality issues we are facing as a company, and address the issues in a positive manner.
- ❑ **Quality Assurance Tracking:** Before the completion of a job, a supervisor in Operations completes a job Quality Checklist, which outlines Celergy Networks standards of installation. The quality assurance inspectors and operations managers also perform on-site inspections, (the results are tracked and reported weekly). Large projects and ongoing service partnerships require weekly quality assurance tracking reports. This report covers total inspections, follow-up calls, non-conformance reports and customer satisfaction evaluations. Quality and performance are continuously improving through training, and by refining our quality process.
- ❑ **Accountability Structure:** Celergy Networks relies on its accountability structure as a tool to ensure that all customer expectations are met. Our technicians are accountable not only for their workmanship, but also, that of their coworkers. Celergy lead technicians are responsible for the workmanship of all technicians under their supervision. Celergy Supervisors are accountable for the workmanship of all installations at their job site. They are required to inspect, at a minimum, any job over five hours and 80% of the work accomplished at their jobsite. Our Field Level Managers are accountable for the workmanship of all installations under their management. They are required to inspect at least 10% of jobs completed or in progress. Our Quality Control Manager is accountable for overall surveillance on all jobs in progress in the field. The Quality Inspector is responsible for the jobsite pre-inspection, inspection of cable installations, inspection of cable terminations, and final inspection. This is a value-added service to our customers at no additional charge. This service provides independent verification that the installation meets or exceeds pre-defined quality standards.
- ❑ **Testing:** Celergy Networks has State of the Art testing equipment, and we make it our responsibility to stay on top of the latest technology in the testing world. Our ongoing investment in tools and training enables us to offer multiple phases of testing during the installation process. We believe that it is essential to take a multi-phase approach in order to be assured of the quality and reliability of the network we're dealing with, so we make sure to test whatever we're installing before, during and after the installation is complete. In addition, we make it mandatory for our technicians to stay well trained and tested on the latest testing equipment and techniques in the industry.

- ❑ **Installation:** Celergy Networks maintains a professional and expert technical staff for any type of network installation, whether it is Fiber Optic, Cat5e, Cat6, paging, outside plant and campus type installations.
- ❑ **Trouble-shooting:** Businesses in today's marketplace have become increasingly reliant on their communications systems. Any downtime is frustrating and often very expensive. We keep the client's equipment up and running smoothly, minimizing lost revenues. We are able to test and verify pre-installed circuits, providing the client with an immediate, comprehensive report indicating any adverse conditions or foreseeable problems. If Celergy Networks originally performed the cabling and equipment installations, we achieve an even faster and more efficient service.
- ❑ **Documentation:** At Celergy Networks, we know that unless you have proper records on the usage of every system component, your cabling investment will be greatly diminished. Our technicians detail all cable and equipment locations on your as-built blueprints where available. We also offer Custom-tailored documentation of your cabling system using database software and CAD drawings. With our solid documentation in hand, administering your cabling system will be a much smoother and more efficient job.
- ❑ **24-Hour Customer Service:** At Celergy Networks, we understand that the job isn't over after the network is up and running smoothly. We are available to the customer 24 hours a day to answer any questions or concerns, as well as to provide any additional services that may be required to the network, such as moves, adds, or changes. We can customize our services to include whatever your business required, such as on-site help desks for your employees, or anything else that requires an on-site technician to handle. Who better to have on-site than a technician with the initial installation company, one who understands the network that was installed to begin with, as well as the quality standards that are necessary to service it? Regardless of your on-site needs, CELERGY maintains a 24-hour help line as a courtesy to the customer should you ever need us. Our dedication and service combined with our knowledgeable staff ensures that your network will be maintained successfully for life.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in teaming and subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts.

To accelerate potential opportunities please contact:

Point of contact: **Liberty Mann**
Phone number: **(760) 268-1913**
E-mail: **lmann@celergy.com**
Fax number: **(760) 603-8577**

BLANKET PURCHASE AGREEMENTS

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity

Date

Contractor

Date



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL
BPA DISCOUNT/PRICE	

_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
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_____	_____
_____	_____
_____	_____

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

- (4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
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_____	_____
_____	_____
_____	_____

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

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - (a) Name of Contractor;
 - (b) Contract Number;
 - (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

CELERGY NETWORKS TEAM ARRANGEMENTS

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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