



COMPANY OVERVIEW

American Cabling Company (ACC) is an IT services & solutions provider. Our goal is to access the needs of our government clients and provide customized quality service on every project. ACC has serviced the Department of State (DOS), Executive Office of the President (EOP), USAID, U.S. Navy Medical, United Nations Foundation (UNF), Reagan National, BWI and Dulles Airports.

CAPABILITIES

IT Services

- Network Administration & Troubleshooting
- Professional Services & Staffing
- Software Development & Database Support

Security

- Access Control & Security Systems
- Installation and Maintenance
- GE Infographics, C-Cure & Softwarehouse

Infrastructure

- Construction Management and Scheduling.
- Install Fiber Optic Cables
- Install Voice, Data & AV Infrastructure.



ACC

American Cabling Company



The resources, tools and people to cover you from the outside to the end user.



(SPECIAL ITEM NUMBER 132-8)

“Per Drop” Pricing – Secured Passive Optical Networks

SIN	MANUFACTURER'S NAME	PART#	DESCRIPTION	GSA PRICE(Loaded with .75% IFF)
132-8	American Cabling Company	ONT100-299	Includes 1 ONT (Optical network Terminal), 1 ONT Enclosure (secure box), patch cords, power strip and labor. Up to-299 Feet of Cabling	\$6,417.86
132-8	American Cabling Company	ONT 300-499	Includes 1 ONT (Optical network Terminal), 1 ONT Enclosure (secure box), patch cords, power strip and labor. 300 to 499 Feet of Cabling	\$9,225.22
132-8	American Cabling Company	ONT 500-699	Includes 1 ONT (Optical network Terminal), 1 ONT Enclosure (secure box), patch cords, power strip and labor. 500 to-699 Feet of Cabling	\$10,844.77
132-8	American Cabling Company	ONT 700-899	Includes 1 ONT (Optical network Terminal), 1 ONT Enclosure (secure box), patch cords, power strip and labor. 700 to-899 Feet of Cabling	\$11,877.90
132.8	American Cabling Company	ONT 900-1199	Includes 1 ONT (Optical network Terminal), 1 ONT Enclosure (secure box), patch cords, power strip and labor. 900 to-1199 Feet of Cabling	\$12,779.61

ONT- Optical Network Terminal
 Price is for the installation of Secure Optical Network
 Shipping costs are additional



SPECIAL ITEM NUMBERS SIN 132-33, 132-34

SIN	MANUFACTURER'S NAME	SOFTWARE RELEASE NUMBER AND DATES	REF	DESCRIPTION	GSA PRICE (loaded with IFF (.75%))	COMMENTS
132-33	CyberSecure	Release 4: 01/01/15-12/31/15	G-CSIMS-400.019	CyberSecure IMS Rel 4.0.0 Software License (Includes Customized SOP, Fiber Forensics, Optical Warning System, GUI Dashboard, Alarm Dispatching & Global Management)	\$12,994.86	Available for sale to all buyers
132-34	CyberSecure	Release 1 Introductory until 07/1/13	PDSMAN	PDS Manager 12-Month Support Agreement (Includes Remote Tech Support)	\$3,398.05	Sale only to buyers with Release 1 Software
132-34	CyberSecure	Release 2: 07/1/13-12/31/13	G-SAIMS-200.020	PDS Manager 12-Month Support Agreement (Includes Remote Tech Support) for Release 2.0.0	\$5,801.35	Sale only to buyers with Release 2 Software
132-34	CyberSecure	Release 3: 01/01/13-12/31/14	G-SAIMS-400.030	CyberSecure IMS 12-Month Support Agreement (Includes Remote Tech Support, Software Upgrades & Custom Features) for Release 3.0.0	\$5,845.60	Sale only to buyers with Release 3 Software
132-34	CyberSecure	Release 4: 01/01/15-12/31/15	G-SAIMS-400.019	CyberSecure IMS 12-Month Support Agreement (Includes Remote Tech Support, Software Upgrades & Custom Features) for Release 4.0.0	\$8,005.54	Available for sale to all buyers



**GSA LABOR RATES
PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 132-51)**

Line Item	SIN	Labor Category	Prices offered to the GSA Labor Rates (Loaded with 0.75% IFF)
1	132-51	Engagement Manager	\$82.21
2	132-51	Program Manager	\$82.21
3	132-51	Project Controller	\$82.21
4	132-51	Database Administrator III	\$109.29
5	132-51	Database Administrator II	\$79.31
6	132-51	Database Administrator I	\$45.18
7	132-51	Applications Programmer III	\$118.97
8	132-51	Applications Programmer II	\$83.18
9	132-51	Applications Programmer I	\$53.20
10	132-51	Systems Analyst III	\$98.65
11	132-51	Systems Analyst II	\$79.31
12	132-51	Systems Analyst I	\$53.20
13	132-51	Network Administrator III	\$104.46
14	132-51	Network Administrator II	\$84.15
15	132-51	Technician III	\$82.21
16	132-51	Technician II	\$62.87
17	132-51	Technician I	\$44.73
18	132-51	Technical Writer I	\$44.49
		<u>SECURED PERSONNEL</u>	
19	132-51	Network Engineer (Top Secret)	\$106.39
20	132-51	Project Manager III (Secret)	\$106.39
21	132-51	Lead Technician (Secret)	\$82.21



GSA LABOR DESCRIPTIONS

American Cabling's commercial practices include the education/experience substitutions identified below. American Cabling requests to incorporate their commercial /experience substitution to all GSA categories.

Education Substitutions:

A Ph.D. (in a IT-related area) may be substituted for four (4) years of required experience with a Bachelors Degree.
A Master's Degree (in an IT-related area) may be substituted for two (2) years if required experience with a Bachelor's Degree.
A Bachelors degree may be substituted for five (5) years IT related experience with a H.S. Diploma

Experience Substitutions:

H.S. Diploma + 5 years IT-related experience	Equals	Bachelor Degree
Certified BICSI training or similar complex certifications + 2 years IT related experience	Equals	Bachelor Degree

1. Job Title: Engagement Manager

Minimum/General Experience: 7 years of experience

Functional Responsibility: The Engagement Manager has a strong understanding of the information technology industry in general and multiple specialty areas and knowledge of the information technology to support given areas. Engagement managers have responsibility for multiple projects running concurrently. The Engagement Manager is a key leader with prime responsibility for client interaction and relationship management.

Minimum Education: Bachelor's Degree

2. Job Title: Program Manager

Minimum/General Experience: 7 years of experience

Functional Responsibility: This individual shall manage and coordinate the activities being conducted under task order by the Contractor for the Government. Responsibilities include organizing, directing, coordinating, and scheduling all Contractor support tasks and support functions. Other duties include formulation and review of project feasibility studies; review of work performed for all on-site tasks; consolidation and submission of job estimates; implementation of standard operating procedures, security measures, safety regulations, etc.; recruitment of technical personnel needed for task order support; preparation of monthly, quarterly, and annual reports and logs; and organization, direction, and coordination of off-site tasks performed at the secondary sites.

Minimum Education: Bachelor's Degree

3. Job Title: Project Controller

Minimum/General Experience: 3 years of experience

Functional Responsibility: This individual is responsible for the control of costs and



schedules on assigned contracts. Participates in a team that performs analyses and prepares reports in order to ensure that contracts are within negotiated and agreed-upon parameters and government cost control guidelines. Also participates in a team responsible for the preparation of budgets and schedules for all contract work and performs and/or assists in financial analyses such as funding profiles, sales outlook, and variance analysis. Ensures adequate funding availability by maintaining accurate records of expenditures, directing preparation of expenditure projections, and submitting timely requests for additional funding to the government. Incorporates contractual changes into control systems by staying aware of outstanding work against each contract in order to maintain realistic contract cost and schedule baselines..

Minimum Education: Bachelor's Degree

4. Job Title: Database Administrator III

Minimum/General Experience: 6 years of experience

Functional Responsibility: Five years experience in designing, implementing, and maintaining complex databases and applications with respect to access methods, access time, device location, validation checks, organization, protection and security, documentation, guidelines, and statistical methods. Functional Responsibility: Design or maintenance of database dictionaries, overall monitoring of standards and procedures, and integration of systems through database design. Responsible for work at the highest level of all phases of application and database development and or management.

Minimum Education: Bachelor's Degree

5. Job Title: Database Administrator II

Minimum/General Experience: 4 years of experience

Functional Responsibility: Under general supervision, designs, implements, and maintains applications or databases with respect to access methods, access time, device allocation, validation checks organization, protection and security, documentation, standards, guidelines, and statistical methods. Includes developing application code and/or maintenance of database dictionaries and integration of systems through database design.

Minimum Education: Bachelor's Degree

6. Job Title: Database Administrator I

Minimum/General Experience: 2 years of experience

Functional Responsibility: Provides optimization, normalization and performance measurement criteria. Maintains and administers data back up and disaster recovery procedures. Develops and manages database archive and backup strategies.

Minimum Education: Bachelor's Degree



7. Job Title: Applications Programmer III
Minimum/General Experience: 5 years of experience
Functional Responsibility: Works closely with the user community and the functional teams in support and implement changes to the system. Supports the maintenance and operating efficiency of a major subsystem, such as the teleprocessing network, database management systems, WEB applications, user interfaces, etc. Support the continual assessment of the performance of appropriate software systems to identify and correct problems which impact operation efficiency and work quality. Analyzes performance indicators such as system's response time and number of programs being processed to ensure operational efficiency. Designs, codes, installs, and maintains appropriate systems software program. Supports the identification, evaluation, customizing and implementation of vendor-supplied software packages. Ensures the maintenance of adequate software systems documentation. Trains users in applications programming and other user personnel in the use of systems software and related hardware.
Minimum Education: Bachelor's Degree
8. Job Title: Applications Programmer II
Minimum/General Experience: 3 years of experience
Functional Responsibility: Supports functional application teams with technical expertise with the system and it internal functionality. Work closely with other developers in discovering problems, ensuring data integrity, developing backup procedures and job and data flow timelines. Develops complicated software algorithms and solutions for applications and systems. Programs computer and hardware devices for proper functionally.
Minimum Education: Bachelor's Degree
9. Job Title: Applications Programmer I
Minimum/General Experience: 1 years of experience
Functional Responsibility: Designs, codes, installs, and maintains systems software program. Development of software follow design functions specified by requirements documents or maintenance plans. Perform disaster recovery related functions and maintain stability for the systems data and the user community
Minimum Education: Bachelor's Degree
10. Job Title: Systems Analyst III
Minimum/General Experience: 6 years of experience
Functional Responsibility: Analyzes the customer's data processing and telecommunications systems elements. Develops specific technical designs and recommended system configurations including hardware involving computer / terminal / network arrangements, telecommunications systems, video and security systems design and integration. Assists the sales team in preparing and presenting specific sales



proposals.
Minimum Education: Bachelor's Degree
11. Job Title: Systems Analyst II
Minimum/General Experience: 4 years of experience
Functional Responsibility: Analyzes the customer's systems flow and develops applications and solutions that meet the required needs of the customer. Develops documents to support the design which would include required timetables and labor costs to complete the project. Assists the sales team in preparing and presenting specific sales proposals.
Minimum Education: Bachelor's Degree
12. Job Title: Systems Analyst I
Minimum/General Experience: 2 years of experience
Functional Responsibility: Analyzes the existing customer applications and develops design change documents for application developers to follow. They study the functional requirements and develop function requirements document.
Minimum Education: Bachelor's Degree
13. Job Title: Network Administrator III
Minimum/General Experience: 10 years of experience
Functional Responsibility: Responsible for leading the design, development, and implementation of technical solution architectures at a high level to meet client requirements. Experienced with requirements identification, cost analysis including ROI and TCO analysis, risk analysis and management, configuration management, technical project management, quality control, and business proposals. Proficient with computer networking, server farm management, network and OS protocols, Microsoft operating systems, web site management, hardware and software inventory, systems programming using Microsoft Visual Studio products, database management systems, and network monitoring and analysis.
Minimum Education: Bachelor's Degree
14. Job Title: Network Administrator II
Minimum/General Experience: 6 years of experience
Functional Responsibility: Working knowledge of applications software and client configurations. Competent experience in the design and implementation of details computer networks, deployment of methodologies and support processes for configuring and installing network products, both hardware and software. Knowledge of TCP/IP, file servers applications, Novell NetWare, DOS, Windows, Windows NT, and Internet applications.
Minimum Education: Bachelor's Degree
15. Job Title: Technician III
Minimum/General Experience: 5 years of experience
Functional Responsibility: Carries out complex or novel assignments requiring the development of new or refined equipment, materials, procedures, and/or scientific methods. Applies intensive and diversified knowledge of IT related and practices in a



broad area of assignments and related fields. Independently makes decisions on problems and methodologies. Represents the organization at conferences to resolve important questions and to plan and coordinate work. May be supervised and guided in relation largely to overall objectives, critical issues, new concepts and policy matters. Consults with supervisor concerning unusual problems and developments.

Minimum Education: Bachelor's Degree

16. Job Title: Technician II

Minimum/General Experience: 3 years of experience

Functional Responsibility: Plans, schedules, conducts, or coordinates detailed phases of the IT work in a part of a major project of moderate scope. Performs work which involves conventional practices but may include a variety of complex features such as conflicting design requirements, unsuitability of standard materials, and difficult coordination requirements. Commands a broad knowledge of precedents in the specialty area and a good knowledge of principles and practices of related specialties. Plans and conducts work requiring judgment in the independent evaluation, selection and substantial adaptation and modification of standard techniques, procedures and criteria. Devises new approaches to problems encountered. Independently performs most assignments with instructions about general results expected. Receives technical guidance on unusual or complex problems and supervisory approval on the proposed plans for projects.

Minimum Education: Bachelor's Degree

17. Job Title: Technician I

Minimum/General Experience: 1 years of experience

Functional Responsibility: Performs a variety of routine tasks under close supervision. Uses company methods, practices, programs and products of the company while performing tasks. Receives specific and detailed instructions about required tasks and expected results.

Minimum Education: Bachelor's Degree

18. Job Title: Technical Writer I

Minimum/General Experience: 2 years of experience

Functional Responsibility: Responsible for writing, editing, and graphic presentation of technical information for both technical and non-technical personnel. Interprets technical documentation standards and prepares documentation according to defined standards. Must be able to communicate effectively in writing and orally with all levels of technical and management personnel, as required.

Minimum Education: Bachelor's Degree



GSA LABOR DESCRIPTIONS

SIN 132-51 – CLEARED PROFESSIONAL LABOR CATEGORIES

19. Job Title: Network Engineer (Top Secret)

Minimum/General Experience: 5 years of experience

Functional Responsibilities: Establishes networking environment by designing system configuration; directing system installation; defining, documenting, and enforcing system standards. Maximizes network performance by monitoring performance; troubleshooting network problems and outages; scheduling upgrades; collaborating with network architects on network optimization. Secures network system by establishing and enforcing policies; defining and monitoring access. Installation, management support and of software

Minimum Education: Bachelor's Degree. Ability to obtain Top Secret Clearance

20. Job Title: Project Manager III (Secret Level Clearance)

Minimum/General Experience: 5 years of experience

Functional Responsibilities: Responsible for all aspects of the development and implementation of assigned projects and provides a single point of contact for those projects. Project Manager is able to take projects from original concept through to final implementation. Interfaces with all areas affected by the project including end users, computer services, and client services. Also, defines project scope and objectives, and develops detailed work plans, schedules, project estimates, resource plans, and status reports. Conducts project meetings and is responsible for project tracking and analysis. Ensures adherence to quality standards and reviews project deliverables. Manages the integration of vendor tasks and tracks and reviews vendor deliverables. Also, provides technical and analytical guidance to project team. Recommends and takes action to direct the analysis and solutions of problems.

Minimum Education: Bachelor's Degree. Ability to obtain Secret Clearance

21. Job Title: (Structured Cable) Lead Technician (Secret Level Clearance)

Minimum/General Experience: 3 years of experience

Functional Responsibilities Installs wiring and cable for communications and computing systems. Installing and maintaining indoor/outdoor plant applications and cable infra structure. Experience shall include aerial and burial cable installations, terminations of voice and data connections including copper and fiber. Creates and maintains records on cable assignments and terminations. Schedule and prep field technicians for scopes or work in order to accomplish milestones and project goals.

Minimum Education: BISCO Certified/ Bachelor Degree. Ability to obtain Secret Clearance



**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!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractor's Ordering Address: American Cabling Company
551 Commerce Drive
Suite B
Upper Marlboro, MD 20774

Contractor's Payment Address American Cabling Company
551 Commerce Drive
Suite B



Upper Marlboro, MD 20774

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will not** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

Cynthia Matthews (301) 390-2774

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification under Federal Schedule
 Block 16: Data Universal Numbering System (DUNS) Number: **02-7522460**
 Block 30: Type of Contractor - **A. Small Disadvantaged Business**

Block 31: Woman-Owned Small Business - **YES** ****Yes or No****
 Block 36: Contractor's Taxpayer Identification Number (TIN): **52-2327608**

- 4a. CAGE Code: **01VYCO**
- 4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>N/A</u>	_____ Days
_____	_____ Days

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% - 30 days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity: None
 - c. Dollar Volume: None
 - d. Government Educational Institutions: 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:**

N/A

10. **Small Requirements:** The minimum dollar value of orders to be issued is \$100.00.

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

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

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT SERVICES (SPECIAL ITEM NUMBER 132-8)

1. **MATERIALS AND WORKMANSHIP**

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

2. **ORDER**

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

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



3. TRANSPORTATION OF EQUIPMENT

Prices included are NOT FOB. FOB prices cannot be calculated until quality and location have been determined.

4. INSTALLATION AND TECHNICAL SERVICES

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

Please see Price Schedule

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

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, de-installation and reinstallation services under SIN 132-8

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one-1- copy of all operating and maintenance manuals, which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY



- a. Unless specified otherwise in this contract, the contractor's standard commercial warranty as stated in the contracts commercial pricelist would apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: American Cabling Company, 551 Commerce Ct, Suite B, Upper Marlboro, MD 20772.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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



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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. American Cabling Company (ACC) warrants that this product will perform in accordance with the documentation for a period of 90 days from the date of receipt and that ACC will, at its own discretion, make reasonable efforts to solve any problem issues. This Limited Warranty is void if end user accident, abuse, misapplication, or alteration results in failure of the software product.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. **NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED.**
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (301) 390 - 2774 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 am to 5:00 pm. Eastern Standard time Monday to Friday except for Public Holidays.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following: • Telephone technical support (Monday – Friday 9:00am – 5:00pm Eastern Standard Time); • System configuration assistance and problem resolution. • Fixes and software patches. • New updates to electronic documentation and release notes. • Free product updates
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

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

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.



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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (NOT APPLICABLE)

7. TERM LICENSE CESSATION (NOT APPLICABLE)

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

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection



with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33) - NOT APPLICABLE

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

The Contractor is not applicable and is not included.



**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
SPECIAL ITEM NUMBER 132-51**

1. 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.

2. 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.

3.1 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.

3.2 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.

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

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

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

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

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

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

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

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

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

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



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

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

6. GSA ADVANTAGE!

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

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

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

7. PURCHASE OF OPEN MARKET ITEMS

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

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

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



8. 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.

9. 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:

N/A

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

10. 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).

11. 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.

12. 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.



13. 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: **American Cabling Company will address Section 508 requirements on a case-by-case basis for individual Delivery Order's and/or BPA's. Please contact Contract Administrator for further information.**

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

14. 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.

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

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

16. 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>.

17. 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)



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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

Timothy Matthews

Phone: (301) 390-2774

Fax: (301) 390-7840

Email: Timothy.matthews@americancabling.com



BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (American Cabling Company) 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, **American Cabling Company** agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;



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

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

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



BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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