



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

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES

FSC/PSC Class D304 ADP SVCS/TELECOMM & TRANSMISSION

InnerWireless, Inc.
1155 Kas Drive, Suite 200, Richardson, TX 75081
972-479-9898
www.innerwireless.net

Contract Number: _____

Period Covered by Contract: _____

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # _____, dated _____.

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



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INTRODUCTION

The InnerWireless Wireless Distribution System (WDS) is an in-building distributed antenna system that is used for the simultaneous transmission of wireless services that operate between 400 MHz and 2700 MHz.

The InnerWireless WDS, is comprised entirely of passive components (such as coaxial cables, broadband antennas and a variety of interconnecting devices such as taps, couplers, splitters, combiners and connectors) and has been approved by Underwriters Laboratory to carry the UL Listed mark.

Being “passive” in nature means that the InnerWireless WDS:

- Does not require any electrical service connections or uninterruptible power supply (UPS) systems. It does not generate any dissipative heat load and as a result does not require any special air conditioning resulting in substantial indirect cost savings in both cabling, distribution and recurring costs of providing and maintaining electrical and environmental control services.
- Does not contain any active electronics or software and does not require any ongoing operations, administration or maintenance support in order to function properly resulting in substantial cost savings in both resources and manpower to operate and maintain.
- Is designed to the highest quality standards to ensure extreme levels of reliability, survivability and many years of unattended operation.

The InnerWireless WDS is provisioned on the basis of the physical area to be covered (area measured in square feet; also called “Coverage Area”) using WDS Material Kits and WDS Design Kits listed under Special Item Number (SIN) 132-53.

In configuring an InnerWireless WDS to meet the specific requirements of an ordering activity, InnerWireless utilizes state-of-the-art RF engineering techniques and antenna technologies to ensure predictable RF coverage across all relevant frequency bands throughout the specified Coverage Area.

The InnerWireless WDS deployment process is based on InnerWireless’ extensive experience in both commercial, healthcare and government business sectors and on InnerWireless’ commitment to provide the highest quality design and operational outcomes of any in-building distributed antenna systems’ manufacturer on the market today.



INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ 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.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address: InnerWireless, Inc. 1155 Kas Drive, Suite 200, Richardson, TX 75081

Or Facsimile: 1-214-594-1111

Payment Address: InnerWireless, Inc. Attn: Accounts Receivable, 1155 Kas Drive, Suite 200, Richardson, TX 75081

Credit Card is accepted for payments for oral or written delivery orders. InnerWireless will, upon request, provide the ordering activity with the bank account information for wire transfer payments.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
972-479-9898; 972-201-2525

3. LIABILITY FOR INJURY OR DAMAGE



InnerWireless 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 InnerWireless, unless such injury or damage is due to the fault or negligence of InnerWireless.

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: 077447964

Block 30: Type of Contractor - *B. Other Small Business*

Block 31: Woman-Owned Small Business - *NO*

Block 36: Contractor's Taxpayer Identification Number (TIN): 75-277-8286

4a. CAGE Code: 8A6P5

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

5. FOB DESTINATION

Shipments within the 48 contiguous states and District of Columbia are FOB destination. Delivery to Alaska, Hawaii, Puerto Rico, US Territories and overseas U.S. Government Installations would be point of embarkation.

6. DELIVERY SCHEDULE

a. Time of Delivery: Time of delivery, including expedited delivery, is based on mutual agreement between the ordering activity and InnerWireless. Overnight and 2-day delivery is available on a case-by-case basis at an additional charge. Ordering activities can contact the respective InnerWireless representative for information.

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 InnerWireless for the purpose of obtaining accelerated delivery. InnerWireless shall reply to the inquiry within 3 workdays after receipt of request. If InnerWireless 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: All prices are net after all discounts have been deducted. The prices stated apply to all ordering activities.

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Outside the scope of this contract

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.00.

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



- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
 - Special Item Number 132-3 - Leasing of Product
 - Special Item Number 132-4 – Daily / Short Term Rental
 - Special Item Number 132-8 - Purchase of Equipment
 - Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
 - Special Item Number 132-32 - Term Software Licenses
 - Special Item Number 132-33 - Perpetual Software Licenses
 - Special Item Number 132-34 – Maintenance of Software
 - Special Item Number 132-51 - Information Technology (IT) Professional Services
 - Special Item Number 132-52 - Electronic Commerce (EC) Services
 - Special Item Number 132-53 – Wireless Services

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
 - Special Item Number 132-50 - Training Courses

- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:
 - Special Item Number 132-60 – Access Certificates for Electronic Services (ACES) Program
 - Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program
 - Special Item Number 132-62 – HSPD-12 Product and Service Components

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 Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

(a) Security Clearances: 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.

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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



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

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

19. OVERSEAS ACTIVITIES

InnerWireless does not offer overseas installation, maintenance and other services within the scope of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

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

Not Applicable

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



24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

- (a) 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.

26. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO
WIRELESS SERVICES
(SPECIAL ITEM NUMBER 132-53)**



1. ACCEPTANCE TESTING

InnerWireless shall provide acceptance test plans and procedures for ordering activity approval. All acceptance testing will be performed in accordance with the approved test procedures.

2. EQUIPMENT

Based on the technical requirements of an ordering activity and a mutually agreed upon statement of work InnerWireless shall provide WDS Material Kits and WDS Design Kits as needed to implement its Wireless Distribution System (WDS). Refer to Section 4 for further information.

Refer to Section 6 for installation services.

3. WARRANTY

(a) Warranty Period:

InnerWireless warrants that the installed passive elements of the InnerWireless infrastructure will be free from defects in materials and workmanship for a period of sixty (60) months after acceptance.

EXCEPT FOR ANY WARRANTY PROVIDED HEREIN, INNERWIRELESS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRODUCTS, WHETHER STATUTORY, BY OPERATION OF LAW, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF USAGE OR CUSTOM. THE PARTIES SPECIFICALLY EXCLUDE ALL WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, WHETHER STATUTORY OR OTHERWISE.

(b) Warranty Description:

The Product warranty includes the following:

- Repair or replacement of failed InnerWireless passive components. InnerWireless's obligation to repair or replace failed components is the Buyer's sole and exclusive remedy for any breach of warranty.
- All labor and travel required to resolve problems (not applicable to replacement of third party components).
 - The warranty for third party components (fiber optic repeaters, off air repeaters, etc.) purchased from InnerWireless will be passed through to Buyer.

The Product warranty excludes the following:

- Parts and services other than InnerWireless passive components.
- All parts and services (including InnerWireless passive components), which are made necessary by:
 - Customer neglect, misuse or improper operation;
 - Accident, fire, water, vandalism, electrical power failure or surge, or other casualties;
 - The action of any persons other than an authorized InnerWireless technician with regard to the Products.
 - Product failure due to RF sources (i.e., 802.11 access points, carriers' base stations, etc.).
 - Product failure due to 802.11 WLAN functional performance issues. InnerWireless supports only InnerWireless's RF signal level guarantees. Functional performance issues



related to 802.11 services (configuration(s), provisioning, client/end user devices, etc.) are not included.

(c) **Warranty Services:**

Seller’s calls to the InnerWireless Technical Assistance Center (TAC) will be answered 24x7x365. A qualified InnerWireless engineer will return calls to the TAC within 30 minutes. In the event InnerWireless does not return a call within 1 hour, the issue will be automatically escalated through the formal InnerWireless escalation process to InnerWireless management.

As a result of the initial call, InnerWireless will work with Buyer and/or Buyer’s service providers and vendors to identify the source of the problem. Since the initial evaluation involves third parties, the duration of this process cannot be specified as part of the warranty services.

Once InnerWireless determines that on-site service is required, a qualified technician will be dispatched to the Buyer site as set forth below. On-site service calls where no trouble is found (NTF) will be billed at then current commercial time and material rates.

(d) **Prioritization and Response Times:**

On-site response is available Monday-Friday, 8:00 AM-5:00 PM local time. Response time is measured from the time of determination of the need for InnerWireless on-site support to the on-site arrival of InnerWireless personnel:

Event	Response Time	Status Update
Major failure	2 business days	Daily
Failures that have a minor impact on customer’s operations	3 business days	Daily
Information requests that do not involve inoperable equipment	5 business days	N/A

4. MANAGEMENT AND OPERATIONS PRICING

(a) **General Description**

The InnerWireless WDS is provisioned on the basis of the physical area to be covered (area measured in square feet, also called “Coverage Area”) using:

- WDS Material Kits
- WDS Design Kits

WDS Material Kits include sufficient quantities of the following material components:

WDS Material Components



Wireless Portal
 7/8 Inch Coaxial Cable and Connectors
 1/2 Inch Coax Cable and Connectors
 Cable Taps, Couplers, Power Dividers, Terminators, etc
 Broadband Antennas
 Jumper Cables

WDS Design Kits include the following services and documentation components:

WDS Design Components	Explanation
Scope	The InnerWireless project management and technical team meets with customer to review all aspects of the projects' design and implementation such as but not limited to Coverage Area, wireless services desired by floor, aesthetics concerns, validation of the floor plans, drawing revisions and project schedule.
Site Inspection	The InnerWireless technical team performs a complete inspection of the Coverage Area (including full RF scans)
RF Design for all Wireless Services	Experienced RF system engineers utilize results from Site Inspection, RF planning software, floor plans and RF attenuation factors for all walls and ceilings in the building to develop WDS design for each area and to guarantee availability of wireless service at the specified signal level.
WDS System Documentation	<ul style="list-style-type: none"> ▪ Detailed drawings for all components of the WDS showing placement and interconnections. Includes telecom room and IDF room layouts with recommended targets for power, space, and HVAC. ▪ Interconnection diagrams for all wireless services equipment. ▪ Complete list of all WDS Material components ▪ RF propagation predictions for each floor at each frequency band of wireless service that will be connected on to the WDS. ▪ RF Scans of Coverage Area before and after installation of the WDS ▪ FCC Maximum Permissible Emissions (MPE) test points to demonstrate "before and after" readings ▪ Customized Acceptance Test Document to track quality and testing procedures.
Project Management	<p>Includes dedicated project manager to interface with customer during all phases of the WDS system deployment to ensure overall project coordination and to minimize disruption. Project manager is also on site throughout the period of WDS installation to perform the following duties:</p> <ul style="list-style-type: none"> ▪ Train and certify the WDS installer on all required WDS installation and testing procedures.

	<ul style="list-style-type: none"> ▪ Oversee performance of the WDS installer to ensure strict adherence to all applicable project requirements, WDS System Documentation and WDS installation and testing procedures. ▪ Manage related activities in order to ensure timely project completion. ▪ Assist with integration and connection of wireless services onto the WDS during the period of WDS installation.
Testing and Acceptance	<ul style="list-style-type: none"> ▪ Daily testing of installed cable segments and connections to insure compliance with WDS System Documentation and quality standards. ▪ End-to-end system test after installation utilizing RF signal source throughout the facility. ▪ Documentation of system performance at all relevant frequency bands via established walk test routes on every floor. ▪ Documentation of FCC MPE performance after installation is complete. ▪ Final drawings are provided to show exact location of all WDS infrastructure.

(b) **Standard Criteria**

In order to facilitate configuration of the WDS, InnerWireless has established two (2) sets of Standard Criteria

(1) “Standard Criteria for Hospital Buildings” is defined as having all of the following characteristics:

1. Single Building Project – Minimum 50,000 square feet
2. One system design iteration based on final building drawings
3. One time end-to-end testing and acceptance
4. 80% or more standard 2X2 or 2X4 dropped ceiling
5. 80% or more standard sheetrock walls
6. Coverage Area includes lobbies, halls, meeting rooms, patient rooms, cafeteria, mechanical rooms, other public areas and up to five (5) elevator shafts or enclosed stairwells,
7. Design system to provide -85dBm for PCS/Cellular and paging, -95 dBm for 2 way radio, and -70 dBm for WLAN in at least 95% of coverage areas (not applicable to elevators and enclosed stairwells); test and acceptance criteria is +/- 5% of design target
8. Design system to provide -95 dBm for PCS/Cellular, paging, and 2 way radio in elevators and enclosed stairwells; test and acceptance criteria is +/- 5% of design target

(2) “Standard Criteria for Office Buildings” is defined as having all of the following characteristics:

1. Single Building Project – Minimum 50,000 square feet
2. One system design iteration based on final softcopy building drawings (AutoCAD)
3. One time end-to-end testing and acceptance
4. 80% or more standard 2X2 or 2X4 dropped ceiling



5. 100% standard sheetrock walls in office areas
6. Coverage Area includes lobbies, halls, offices, cubicle areas, cafeteria, other public areas and up to five (5) elevator shafts or enclosed stairwells
7. Design system to provide -85 dBm for PCS/Cellular and paging, -95 dBm for 2 way radio, and -85 dBm for Wireless LAN in at least 95% of coverage areas (not applicable to elevators and enclosed stairwells); test and acceptance criteria is +/- 5% of design target
8. Design system to provide -95 dBm for PCS/Cellular, paging, and 2 way radio in elevators and enclosed stairwells; test and acceptance criteria is +/- 5% of design target

(c) **Standard WDS Material Kit Price Table**

The following Price Table summarizes the standard WDS Material Kit prices.

Application (Coverage Area in 000's square feet)	WDS Material Kit Part Number	GSA Unit Price (Dollars per square foot)
Office Buildings (50-200)	IMK-CRE50	\$ 0.82
Office Buildings (201-500)	IMK-CRE200	\$ 0.56
Office Buildings (501-1000)	IMK-CRE500	\$ 0.52
Office Buildings (1000+)	IMK-CRE1000	\$ 0.50
Hospital Buildings (50-200)	IMK-HC50	\$ 0.90
Hospital Buildings (201-500)	IMK-HC200	\$ 0.57
Hospital Buildings (501-1000)	IMK-HC500	\$ 0.56
Hospital Buildings (1000+)	IMK-HC1000	\$ 0.54

Note:

The fixed price WDS Material Kit must be ordered with the corresponding fixed price WDS Design Kit. Contact your local InnerWireless representative for a price quotation.

(d) **Standard WDS Design Kit Price Table**

The following Price Table summarizes the standard WDS Design Kit prices.

Application (Coverage Area in 000's square feet)	WDS Design Kit Part Number	GSA Unit Price (Dollars per square foot)
Office Buildings (50-200)	IDK-CRE50	\$ 0.87



Office Buildings (201-500)	IDK-CRE200	\$ 0.41
Office Buildings (501-1000)	IDK-CRE500	\$ 0.32
Office Buildings (1000+)	IDK-CRE1000	\$ 0.25
Hospital Buildings (50-200)	IDK-HC50	\$ 0.90
Hospital Buildings (201-500)	IDK-HC200	\$ 0.44
Hospital Buildings (501-1000)	IDK-HC500	\$ 0.35
Hospital Buildings (1000+)	IDK-HC1000	\$ 0.28

NOTE:

The fixed price WDS Design Kit must be ordered with the corresponding fixed price WDS Material Kit. Contact your local InnerWireless representative for a price quotation.

(e) **Optional WDS Material Kit Price Table for Variances to Standard Criteria**

The following Price Table summarizes the Optional WDS Material Kit prices that will apply for any unique conditions or wireless services required that may vary from the Standard Criteria.



Application	Optional WDS Material Kit Part Number	GSA Unit Price (Dollars per square foot)
Additional 20% Non-Standard Walls	IMK-ANSW	\$ 0.04
Additional 20% Non-Standard Ceilings	IMK-ANSC	\$ 0.04
Additional 5 Elevator Shafts or Enclosed Stairwells	IMK-ESES	\$ 0.09
Wireless LAN Interface Kit for Office Building (1 per 12,000 sq. ft. of Coverage Area)	IMK-WLANO	\$ 0.08
Wireless LAN Interface Kit for Hospital Building (1 per 7,000 sq. ft. of Coverage Area)	IMK-WLANH	\$ 0.13
Access Point Combiner Kit for Office Building (1 per 12,000 sq. ft. of Coverage Area)	IMK-APCO	\$ 0.12
Access Point Combiner Kit for Hospital Building (1 per 7,000 sq. ft. of Coverage Area)	IMK-APCH	\$ 0.21

Explanation:

- Additional 20% Non- Standard Walls: Provides necessary materials to accommodate an additional 20% of walls such as cement block walls, concretemetal walls or metal cubicle walls greater than 5 ft. in height
- Additional 20% Non- Standard Ceilings: Provides necessary materials to accommodate an additional 20% of ceilings of such as sheet rock.
- Additional 5 Elevator Shafts or Enclosed Stairwells: Provides necessary materials to accommodate an additional 5 elevator shafts or enclosed stairwells
- Wireless LAN Interface Kit: Provides necessary materials to allow interconnection of a single IEEE 802.11BG Access Point onto the InnerWireless System per Segment of the Coverage Area to enable Wireless LAN services:



Wireless LAN Interface Kit (provisioned per Segment of Coverage Area)	Signal Level Provided	IEEE 802.11 Services Enabled
Office Building 1 per 12,000 square feet of Coverage Area	-85 dBm (802.11BG)	Wireless Data Services
Hospital Building 1 per 7,000 square feet of Coverage Area	-70 dBm (802.11G)	Wireless Data Services and Wireless Voice- over-IP-Services

- Access Point Combiner Kit: Provides necessary materials to allow interconnection of up to three (3) IEEE 802.11BG Access Points onto the InnerWireless System per Segment of the Coverage Area to provide for additional data and services capacity

Access Point Combiner Kits (provisioned per Segment of Coverage Area)	Maximum Number of Access Points Allowed per Segment	802.11 BG Channel Assignment
Office Building 1 per 12,000 square feet of Coverage Area	3	Channel: 1, 6 and 11
Hospital Building 1 per 7,000 square feet of Coverage Area	3	Channel: 1, 6 and 11

5. TRAINING

InnerWireless shall provide normal commercial installation, operation, and maintenance training on the system.

6. WDS INSTALLATION SERVICES

- (a) WDS Installation Services are not included under this contract.
- (b) Installation of the WDS will be performed by qualified local 3rd party electricians or other similarly skilled low voltage cabling contractors (WDS Installer).
- (c) Selection of the WDS Installer will be as mutually agreed prior to commencement of the installation of the WDS.
 - (1) In the event the selected WDS Installer is a current GSA Schedule Holder InnerWireless may enter into a Teaming Arrangement with the selected WDS Installer.
 - (2) In the event the selected WDS Installer is not a current GSA Schedule Holder InnerWireless will subcontract installation of the WDS on an open market basis.
- (d) InnerWireless will train and certify the WDS Installer on all required installation methods and procedures prior to installation of the WDS and will oversee performance of the WDS Installer during the installation of the WDS.



USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

InnerWireless 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, Jim Davis at (972) 201-2535 or davis@innerwireless.com.



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
_____	_____
_____	_____
_____	_____

(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 a 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 or 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 customers 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.