



GS-35F-0493K

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

SIN 132-8 PURCHASE OF EQUIPMENT

FSC/PSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT (Audio and Video Teleconferencing Equipment)

- Installation (FSC/PSC Class N070) for Equipment Offered
- Deinstallation (FSC/PSC Class N070)
- Reinstallation (FSC/PSC Class N070)

SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS

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

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE (Microcomputers)

- Operating System Software
- Application Software
- Utility Software
- Communications Software

SIN 132-34 – SOFTWARE MAINTENANCE

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT

- Maintenance of Software

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FSC/PSC Class D301	IT Facility Operation and Maintenance
FSC/PSC Class D302	IT Systems Development Services
FSC/PSC Class D306	IT Systems Analysis Services
FSC/PSC Class D307	Automated Information Systems Design and Integration Services
FSC/PSC Class D308	Programming Services
FSC/PSC Class D316	IT Network Management Services

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

**York Telecom Corporation
81 Corbett Way
Eatontown, NJ 07724-2264
732-413-6000
Fax: 732-413-6060
www.yorktel.com**

Contract Number: **GS-35F-0493K**
Period Covered by Contract: **6/27/2000 – 6/26/2020**
General Services Administration - Federal Supply Service

Pricelist current through Modification 73 – June 4, 2015

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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***Equipment Price List**

SIPS update attachment

CONTRACT INFORMATION

Federal Supply Service Authorized Federal Supply Schedule Price List

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: gsaadvantage.gov.

Schedule 70 COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES FSC Group 5805

Contract number: **GS-35F-0493K**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period: **June 27, 2000 through June 26, 2020**

York Telecom Corporation
81 Corbett Way
Eatontown, NJ 07724-2264

Phone: 732-413-6000
Fax: 732-413-6060
Email: contracts@yorktel.com
www.yorktel.com

Business size: Large
Prices shown herein are net (discounts deducted).

CUSTOMER INFORMATION

1. Geographic Scope of Contract:

The geographic scope of contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.

2. Contractor's Ordering Address and Payment Information:

Ordering Address:

York Telecom Corporation
81 Corbett Avenue
Eatontown, NJ 07724

Payment Information:

York Telecom Corporation
81 Corbett Avenue
Eatontown, NJ 07724

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will 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 contact information can be used by ordering agencies to obtain technical and/or ordering assistance:

Phone: 732-413-6000

Fax: 732-413-6060

Email: contracts@yorktel.com

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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. 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: 13-165-8445
Block 30: Type of Contractor - A. Small Disadvantaged Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 22-26-24906

a. **CAGE Code:** ONTL6

b. **Contractor has** registered System for Award Management (SAM).

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:

132-8 & 132-33

132-12, 132-34 & 132-51

DELIVERY TIME (Days ARO):

30 Days as negotiated

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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:**

- a. Prices shown are NET Prices; Basic Discounts have been deducted.
- b. Government Educational Institutions receive the same discount as all other Government customers.

8. **Trade Agreements Act of 1979, as amended:**

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

9. **Statement Concerning Availability of Export Packing:** Not applicable

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

11. **Maximum Order:** (All dollar amounts are exclusive of any discount for prompt payment.)

The maximum dollar value per order for the following Special Item Numbers (SINs) is \$500,000:

- a. Special Item Number 132-8 - Purchase of Equipment
- b. Special Item Number 132-33 - Perpetual Software Licenses
- c. Special Item Number 132-34 – Software Maintenance
- d. Special Item Number 132-51 - Information Technology (IT) Professional Services

Note: Maximum Orders do not apply to Special Item Number 132-12.

12. **USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.** In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132 52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

a. **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS **contracts** by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider—

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and

(7) Environmental and energy efficiency considerations.

c. **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall—

(1) Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. **Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

f. **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

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

REQUIREMENTS: Federal departments and agencies 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 offices, 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. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is lessor.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES: Any ordering office, 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 Government's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an online, 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 INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. **OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: None

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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.

20. **YEAR 2000 WARRANTY — COMMERCIAL SUPPLY ITEMS**

a. As used in this clause, "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.

b. The Contractor shall warrant that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g., hardware, software, firmware) used in combination with products properly exchange date time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance (installation is considered acceptance). The Contractor may offer an extended warranty to the Government to include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000, or for a period of 6 months following acceptance (installation is considered acceptance) whichever is later. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

21. **BLANKET PURCHASE AGREEMENTS (BPAs)**

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

22. **CONTRACTOR TEAM ARRANGEMENTS**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.

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

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

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 Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed in the price schedule.

b. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the Government 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 Government reserves the right to inspect or test any equipment that has been tendered for acceptance. The Government may require repair or replacement of nonconforming equipment at no increase in contract price. The Government 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 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 contract's commercial pricelist will apply to this contract.

90 Days RTF.

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.

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

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

**York Telecom Corporation
81 Corbett Way
Eatontown, NJ 07724**

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government 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 agency determines that Information Technology equipment will be replaced, the agency 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 MAINTENANCE
FOR GOVERNMENT-OWNED GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT
(AFTER EXPIRATION OF GUARANTEE/WARRANTY
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT
COVERED BY GUARANTEE/WARRANTY PROVISIONS)
(SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

a. The maintenance rates listed herein are applicable to any Government location within a 100 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the Government installation site, the repair services will be performed at the Contractor's plant(s) listed below:

**York Telecom Corporation
81 Corbett Way
Eatontown, NJ 07724**

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

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

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month fiscal year period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

4. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the Government agency during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the Government.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

5. RESPONSIBILITIES OF THE GOVERNMENT

a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained or repaired.

6. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the Government that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

7. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Government.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the Government to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the Government location.

c. AFTER HOURS

Should the Government require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Government location and the Contractor's service area, the charge will be:

e. QUANTITY DISCOUNTS

None offered

8. MAINTENANCE SERVICE INVOICES AND PAYMENTS

a. 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.

b. Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

**TERMS AND CONDITIONS APPLICABLE TO TERM
SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32),
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM
NUMBER 132-33) AND MAINTENANCE AS A SERVICE
(SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

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 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 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.

30 Day Defective Media Replacement

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.

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in support of the software. The technical support number, 732-413-6000, is available from 7:30 a.m. to 8 p.m. EST.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type):

✓

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

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

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

Software Maintenance as a product is billed at the time of purchase.

✓

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

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

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

b. Invoices for maintenance service shall be submitted by 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 (SIN 132-32) AND MAINTENANCE (SIN 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)

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION (not applicable)

a. After a software product has been on a continuous term license for a period of _____ * 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.

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 I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

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

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 - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version

10. **DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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 (not applicable)**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

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

1. SCOPE

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

b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. ORDERING PROCEDURES

a. Procedures for IT professional services priced on GSA schedule at hourly rates.

(1) FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for IT professional services (SIN 132-51) that are priced on schedule at hourly rates. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404.

(2) The GSA has determined that the rates for IT professional services contained in this pricelist are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(3) When ordering IT professional services ordering offices shall –

(i) Prepare a Request for Proposal:

(A) A performance-based statement of work that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(B) A request for proposal should be prepared which includes the performance-based statement of work and requests the contractors submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the hourly rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor hour and time and material orders.

(C) The request for proposal may request the contractors, if necessary or appropriate, submit a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.

(D) The request for proposal shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified

and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical acceptability of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (ii)(A) below, the request for proposals shall notify the contractors that will be the case.

(ii) Transmit the Request for Proposal to Contractors:

(A) Based upon an initial evaluation of catalogs and pricelists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, hourly rates and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(B) The request for proposal should be to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request for proposal should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for proposals for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement.

(iii) Evaluate proposals and select the contractor to receive the order:

After responses have been evaluated against the factors identified in the request for proposal, the order should be placed with the schedule contractor that represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.) to meet the Government's needs.

(4) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall –

(i) Inform contractors in the request for proposal (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(A) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.

(B) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (3)(ii)(B) above, and then place the order with the schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs.

(ii) Review BPAs periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency's needs.

(5) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(6) When the ordering office's requirement involves both products as well as IT professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the greatest value in terms of meeting the agency's total needs.

(7) The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule contractors' proposals that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

b. Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks.

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

(1) **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

(2) **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the service representing the best value, the ordering office may consider— (i) special features of the service that are required in effective program performance and that are not provided by a comparable service; and (ii) past performance.

(3) **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall—

(i) Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

(ii) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(iii) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost

alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

(A) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(B) Offer the lowest price available under the contract; or

(C) Decline the order (orders must be returned in accordance with FAR 52.216-19).

(4) **Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

(5) **Price reductions.** In addition to the circumstances outlined in paragraph (3), above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

(6) **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

(7) **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

3. **ORDER**

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

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

4. **PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

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

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

5. **INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

6. **RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

7. **RESPONSIBILITIES OF THE GOVERNMENT**

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

8. **INDEPENDENT CONTRACTOR**

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

9. **ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

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

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

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

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

10. **INVOICES**

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

11. **PAYMENTS**

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

12. **RESUMES**

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

13. **INCIDENTAL SUPPORT COSTS**

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

14. **APPROVAL OF SUBCONTRACTS**

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

15. **DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

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

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education. The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

York Telecom Corporation provides commercial products and services to the Federal Government. 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 Federal Government contracts. To accelerate potential opportunities please contact Paul Rosengrant 732-389-0408.

**(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 Agency):

(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 SCHEDULE/DATES

(3) The Government 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 customer agency 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 customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

York Telecom Service Descriptions & Rates

Maintenance, Installation, & Warranty Pricing

Installation

York Telecom Corporation offers installation service to ensure that all new equipment is installed properly and operating effectively. York Telecom will also install networking equipment that's part of multi-service networks that may be directly or indirectly required for application support. York Telecom provides the necessary expertise and resources to provide assurance that your system is operating at optimum performance. Installation is performed during normal business hours, 8:00 AM to 5:00 PM Eastern Standard Time, Monday through Friday, excluding holidays. Installation is also available during non-business hours and weekends subject to the uplifts outlined in the pricing section.

The price for standard installation and does not cover custom installations. Custom installations such as whole room wiring, recessed speakers and cameras, etc. will continue to be quoted as Professional Services opportunities using standard hourly labor rates.

The following services are included:

- Unpack, inspect and place equipment in desired location
- Connect and configure all system components
- Load and configure software including user specific information
- Test and verify configuration and functionality
- Explain and review basic operation with site administrator

Site Survey

A site survey is required for any equipment that will be placed under a York Telecom maintenance service plan. Customers have the option of performing the site survey themselves, or contracting with York Telecom. Site surveys are scheduled during normal business hours, 8:00 AM to 5:00 PM Standard Time, Monday through Friday, excluding holidays.

The following services are included:

- Inventory all equipment by model type, model number and serial number
- Document hardware and software revision levels where applicable
- Identify all network service provider and all points of contact
- Test and verify configuration and functionality

Moves, Additions and Changes (MACs)

York Telecom Corporation offers de-installation and re-installation service to ensure that equipment being relocated is carefully moved and reinstalled properly. In instances where equipment is relocated to another building, York Telecom personnel can also arrange with our shipper to ensure the equipment is packaged and moved properly. For addition or expansion orders, York Telecom will install, reconfigure if applicable, and verify functionality. MAC Service is performed during normal business hours, 8:00 AM to 5:00 PM Standard Time, Monday through Friday, excluding holidays.

The following services are included:

- De-install, inspect and pack equipment
- Re-install, configure and test all existing and/or new system components
- Load and configure software when applicable, including user specific information
- Test and verify configuration and functionality
- Explain and review basic operation with site administrator

Exclusions

The following exclusions apply to MACs:

- Shipping and special crating charges for relocation of existing equipment

Express Parts Service

Express Parts Service (EPS) is available for customers that need an immediate replacement of a failed component not covered under a warranty or extended maintenance program. Replacement components are shipped same day for overnight delivery to customer site. Problems reported after 4:00 PM Eastern Time will be considered the next business day. Replacement cost is based on the price of the part plus fifteen (15%) percent to cover shipping and handling. Replacement parts are based upon manufacturer availability and include a 90-day RTF warranty.

MAINTENANCE

York Telecom Corporation offers three (3) levels of comprehensive service programs to satisfy the needs of varying organizational requirements. The programs include a mix of telephone support, on-site support, hardware replacement, software updates and user training. All maintenance service plans are subject to the terms and conditions outlined in the maintenance plan agreement. Customer is responsible for providing the National Support Center (NSC) with a direct dial-in, or direct network access to the equipment for remote diagnostic support. The customer must also provide a backup voice services line in the event of a remote connection failure.

The Maintenance Service plans do not include the maintenance cost associated with any 3rd Party software. The customer is responsible for obtaining a separate software maintenance contract either direct, or through York Telecom as required by the manufacturer. If the customer wishes to process the software maintenance agreement with the actual manufacturer via York Telecom, York will invoice at the manufacturer's prevailing rate.

Premier Maintenance Plan

The Premier Maintenance Plan provides comprehensive maintenance and support for customers that require the highest level of responsiveness and on-site support. The Premier plan provides 24 hour 7 day a week telephone support, on-site engineering assistance, advanced hardware replacement, user training and 24 hour access to our video test facilities. The Premier maintenance plan rate is computed at 25% of price of total hardware and software/licenses GSA price for One Touch products and 24% of list price for all other products. The minimum yearly charge for a ONE TOUCH site under the Premier Maintenance Plan is \$1200.

The Premier Maintenance Plan includes the following services:

- 7 x 24 Telephone Support with a maximum 1 hour response time
- Next Day On-Site Maintenance when NSC determines this is necessary to make the site operational
- 24 hour advanced parts replacement for major hardware and peripherals
- Annual preventative maintenance visit
- 24 hour access to video test facilities
- Direct interface support to local or long distance carrier and/or network providers
- 4 hours of user training
- Software Updates for site controllers will be installed remotely within 30 days of release, where remote access by the NSC is possible
- Software updates for presentation servers/assistant stations will be installed on-site within 30 days of release
- 50% discount for on-site support of equipment moves, additions, or reconfigurations
- Call history tracking and annual reporting

Exclusions

The following exclusions apply to the Premier Maintenance Plan:

- Next day on-site dispatch and 24 hour parts replacement must be determined necessary by York Telecom National Support Center prior to 4:00 PM ET. Any determination made after 4:00 PM will be considered next business day.
- Software updates are provided per manufacturers' stated written policy and are subject to manufacturers licensing agreement. Where applicable, the customer is responsible for the establishment and associated cost of the software maintenance agreement.
- Requests for moves, addition, or reconfigurations (MAC) must be provided to York Telecom for review a minimum of 3 business days prior to requested work date.
- Remote installation support is limited to initial equipment installation. Reconfiguration or reinstallation of existing equipment is subject to an additional charge.

Enhanced Maintenance Plan

The Enhanced Maintenance Plan provides comprehensive maintenance and support for customers that require a high level of responsiveness and on-site support. The Enhanced plan provides telephone support Monday through Friday 8 AM to 8 PM Eastern Time, on-site engineering assistance, advanced hardware replacement, user training, and 24 hour access to our video test facilities. The Enhanced maintenance plan is computed at 18% of total GSA price of hardware and software/licenses for One Touch products and 14% of list price for all other products. The minimum yearly charge for a One Touch site under the Enhanced Maintenance Plan is \$1000.

The Enhanced Maintenance Plan includes the following services:

- 5 x 9 Telephone Support with a 2 hour response time
- Next Day On-Site Maintenance
- 48 hour parts replacement for major hardware and peripherals
- 2 hours of remote training
- Software Updates for site controllers will be installed remotely within 60 days of release, where remote access by the NSC is possible
- Assistance in understanding local or long distance carrier and/or network provider services
- 35% discount for on-site support of equipment moves, additions, or reconfigurations

Exclusions

The following exclusions apply to the Enhanced Maintenance Plan:

- Next day on-site dispatch and 48 hour parts replacement must be determined necessary by York Telecom National Support Center prior to 4:00 PM ET. Any determination made after 4:00 PM will be considered next business day. Forty-Eight hour parts replacement based on OEM availability.
- Software updates are provided per manufacturers' stated written policy and are subject to manufacturers licensing agreement. Where applicable, the customer is responsible for the establishment and associated cost of the software maintenance agreement.
- Requests for moves, addition, or reconfigurations (MAC) must be provided to York Telecom for review a minimum of 5 business days prior to requested work date.

Standard Maintenance Plan

The Standard Maintenance Plan is designed for customers who install and maintain their own networks. The Standard plan provides telephone support Monday through Friday 8 AM to 5 PM Eastern time and advanced hardware replacement of critical components. On-site support is optional and available on a request basis. The Standard maintenance plan is computed at 15% of the total GSA price of hardware and software/licenses for One Touch products and 9% of the list price of all other products. The minimum yearly charge for a ONE TOUCH site under the Enhanced Maintenance Plan is \$600.

The Standard Maintenance Plan includes the following:

- 5 x 9 Telephone Support with 4 hour response time
- 72 hour parts replacement for hardware components
- Remote installation support
- 20% discount for on-site maintenance, equipment moves, additions, or reconfigurations
- Remote diagnostic support limited to ½ hour per incident

Exclusions

The following exclusions apply to the Standard Maintenance Plan:

- 72 hour parts replacement must be determined necessary by York Telecom National Support Center prior to 4:00 PM ET. Any determination made after 4:00 PM will be considered next business day. Seventy-Two hour parts replacement is based on OEM availability.
- Remote installation support is limited to initial equipment installation. Reconfiguration or reinstallation of existing equipment is subject to an additional charge.
- Requests for moves, addition, or reconfigurations (MAC) must be provided to York Telecom for review a minimum of 10 business days prior to requested work date.

SIN	YORK TELECOM ORDER CODE	DESCRIPTION	ONE TOUCH RATE	OTHER PRODUCTS RATE
132-12 & 132-34	DL-PMP-1	Premier Maintenance Plan	25% of GSA price on new equipment/software purchases (\$1200/site yearly min.)	24% of list price of product
132-12 & 132-34	DL-EMP-1	Enhanced Maintenance Plan	18% of GSA price on new equipment/software purchases (\$1000/ site yearly min.)	14% of list price of product
132-12 & 132-34	DL-SMP-1	Standard Maintenance Plan	15% of GSA price on new equipment/software purchases (\$600/site yearly min.)	9% of list price of product

York Telecom will provide a 10% discount to any maintenance plan listed above if a 3-year contract is purchased at time of initial sale

YORK TELECOM ORDER CODE	DESCRIPTION	STANDARD RATE (M-F, 8 AM TO 5 PM EST)	OVERTIME RATE (M-F, 5PM TO 8 AM EST AND ALL DAY SATURDAY)	OVERTIME RATE (ALL DAY SUNDAY)
YTC-INS-1	On-site Installation	12% of GSA price on new equipment purchases or \$1500 minimum plus travel and expenses		
YTC-SUR-1	Site Survey	\$960 per day plus travel and expenses		
YTC-MAC-1	Moves, Additions and Changes	\$1439 per day minimum plus travel and expenses, or 12% of GSA price.		

YORK TELECOM ORDER CODE	DESCRIPTION	STANDARD RATE (M-F, 8 AM TO 5 PM EST)	OVERTIME RATE (M- F, 5PM TO 8 AM EST AND ALL DAY SATURDAY)	OVERTIME RATE (ALL DAY SUNDAY)
YTC-TAM-2	Time and Materials Phone Support	\$192 per hour with a 2 hour minimum		
YTC-TAM-4	Time and Materials On-Site Support	\$192 per hour with a 4 hour minimum plus travel and expenses		
YTC-MTE-1	Maintenance Engineer (per hour)	\$82	\$122.35	\$215.91
YTC-PTC-2	Sr. Maintenance Engineer (per hour)	\$144	\$163.13	\$287.88

Pricing Uplifts

The chart shown below outlines the percentage increase placed against the standard rate for services that are required outside of normal 8:00 AM – 5:00 PM, Monday – Friday business hours. The rate shown below is calculated as a percentage increase of the basic service rate.

YORK TELECOM ORDER CODE	DESCRIPTION	RATE
YTC-SFT-2	Weekday Service Work between the hours of 5:00 PM through 12:00 AM	+15% of service rate or \$300 minimum
YTC-SFT-3	Weekday Service Work between the hours of 12:00 AM through 8:00 AM	+35% of service rate or \$500 minimum
YTC-SAT-1	Saturday Service Work between the hours of 8:00 AM through 5:00 PM	+20% of service rate or \$350 minimum
YTC-SAT-2	Saturday Service Work between the hours of 5:00 PM through 12:00 AM	+35% of service rate or \$500 minimum
YTC-SAT-3	Saturday Service Work between the hours of 12:00 AM through 8:00 AM	+50% of service rate or \$1000 minimum

York Telecom Customized Interactive Distance Learning Classrooms

York Telecom offers three sizes of customized interactive distance learning classrooms integrating a variety of “best in class” technologies. Each classroom incorporates a site controller with appropriate licenses, software and premium support and a rear projection screen with response keypads. Also integrated are a VCR, cables, delivery, installation and labor. This solution will provide the end user with an all-inclusive remote training facility.

SM- IVTCLROOM	36' rear projection monitor with 10 keypads	\$8516
MED- IVTCLROOM	50' Plasma screen display with 15 keypads	\$9805
LRG- IVTCLROOM	60' Plasma screen display with 20 keypads	\$10,954

LABOR DESCRIPTIONS & RATES

1. Field Engineer

Functional Responsibility: Must have working knowledge of video and audio transmission. Must be able to interface with the customer and project management team and have a high degree of experience in technical trouble resolution. Field Engineer has the ability to rapidly travel with testing gear and equipment. Possesses experience and knowledge in the assurance of high quality transmission of signals with guaranteed and on time performance. Has familiarity with CCITT networking standards, ISDN broadband and networking criteria, and ANSI standards. Will have experience in national and international networking.

Field Engineer III

GSA Price - \$93.50

Minimum Education: Requires a Bachelor's Degree in Computer Science, Electrical Engineering or related engineering field plus 4 years' experience in field engineering, or a Master's Degree in Computer Science, Electrical Engineering or related engineering field plus 2 years' experience in field engineering or 10 years' experience in field engineering.

2. IT Specialist

Functional Responsibility: The IT Specialist will provide support of end-user hardware and software, monitoring computer systems, diagnosing and repairing of computer problems. The duties and responsibilities will include the following; research and implement new applications and methods when appropriate; troubleshoot remote installation of communication equipment; maintain backups and media inventory, inventory of hardware, software, and related license agreements; maintain printers and plotters, the functionality of team servers and the video and audio equipment; work with vendor support for warranty repairs and issue resolution; physical movement and assembly of computer related equipment including monitors and stands; and perform other IT duties as assigned. The skill sets necessary for this position include, but are not limited to, proficiency in Microsoft Products including Office Suite and Internet Explorer, and cross-platform capabilities (Windows, Apple, and Linux). They are and will continue to stay educated on the most current and emerging IT and communications technologies.

IT Specialist III

GSA Price - \$54.00

Minimum Education: Requires either a Bachelor's Degree in Information Technology, Computer Science or related field plus 3 years' of direct work experience, or a Master's Degree in Information Technology, Computer Science or related field plus 1 year of direct work experience or 6 years' experience in Information Technology, Information Management, or Computer Science.

3. Program Manager

Functional Responsibility: Manages considerable IT program/technical support operations involving numerous projects/task orders and personnel at various locations. Organizes, directs, and coordinates the planning and execution of all program/technical support activities. Demonstrates exceptional written and oral communications skills used to interface with all levels of management. Establishes and modifies (as necessary) management structure to direct program/technical support activities effectively. Will meet, as necessary, with Government management officials to discuss statuses of specific programs/technical activities, including problems, issues, or conflict resolution matters.

Program Manager

GSA Price - \$160.00

Minimum Education: Requires either a Bachelor of Science Degree in Project Management (or related field) with a Project Management Professional (PMP) Certification plus a minimum of 7 years' business experience with at least 4 years' Project Management experience or 10 years' related business experience with at least 7 years' Project Management experience.

4. Project Manager

Functional Responsibility: The Project Manager will assist in the overall planning, management, and completion of assigned multimedia projects and communication campaigns. The duties and responsibilities will include the following; developing and providing technical recommendations; tracking multiple and concurrent multimedia projects; develop project scope of work and project plans; manage project roles and team responsibilities, identify resource requirements, coordinate appropriate project training needs, define project deliverables, provide customer satisfaction and reporting structures and ensure quality of assigned projects; and assist in the development of project related budget, fiscal and cost projections. The skill sets necessary for this position include, but are not limited to, excellent written and oral communication skills, Microsoft Office Suite, presentations, and market research.

Project Manager II	GSA Price - \$85.75
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Minimum Education: Requires a Bachelor's Degree in Business Administration (or related field) plus 1 year of experience in project management or 4 years' experience in project management.

Project Manager III	GSA Price - \$98.00
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Minimum Education: Requires a Bachelor's Degree in Business Administration (or related field) plus 3 years' experience in project management, or Master's Degree in Business Administration (or related field) plus 2 years' experience in project management, or 8 years' experience in project management, or Project Management Professional Certification (PMP) plus 5 years' experience in project management.

5. Technical Writer

Functional Responsibility: The Technical Writer will assist in producing technical documents and training manuals based upon client guidelines and/or government regulations as well as providing revisions and updates to existing documents. The duties and responsibilities include developing articles for major publications in simple language for public use and having strong language and teaching skills as well as understanding the many modern conventions of modern technical communications. The skill sets necessary for this position include, but are not limited to, Microsoft Office Suite, compiling technical manuals in accordance with specific data item descriptions, and proofreading/editing skills such as reviewing documents to ensure spelling, grammar, and layout conversion rules such as hyphenation, etc.

Technical Writer III	GSA Price - \$55.00
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Minimum Education: Requires either a Bachelor's Degree in English, Journalism (or a related field) plus 3 years of directly related work experience, or a Master's Degree in English, Journalism (or a related field) plus 1 year of directly related work experience or 8 years' experience in the technical writing or journalism fields.

Technical Writer III (Bi-lingual)	GSA Price - \$60.00
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Minimum Education: Requires either a Bachelor's Degree in English, Journalism (or a related field) plus 3 years of directly related work experience, or a Master's Degree in English, Journalism (or a related field) plus 1 year of directly related work experience or 8 years' experience in the technical writing or journalism fields. Technical Writer must be fluent in English and Spanish including speaking, writing, and translating in both languages.

6. Web Developer

Functional Responsibility: The Web Developer will assist by working with the webmasters in the development and maintenance of client websites and in maintaining the content, linkages, and the use of proper syntax of the Internet pages owned by the customer. The duties and responsibilities will include the following; keeping abreast of emerging technologies and informing the customer of recommendations for their use on customer's website, learning and adhering to customer Internet and Intranet standards, policies, procedures, and governances in regard to the web development. The skill sets necessary for this position include, but are not limited to, Adobe Creative Suite, Microsoft Office Suite, social media (Facebook, Twitter, YouTube, etc.) with familiarity on their applications for use in conjunction with web development, and web development tools (HTML, CSS, etc.).

Web Developer III	GSA Price - \$55.00
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Minimum Education: Requires either a Bachelor's Degree in Fine Arts & Design with a concentration in Web Design plus 4 years' work experience with web development, or a Master's Degree in Fine Arts & Design with a concentration in Web Design plus 2 years' work experience with web development or 10 years' experience in the area of web development.

Web Developer III (<i>Bi-lingual</i>)	GSA Price - \$66.00
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Minimum Education: Requires either a Bachelor's Degree in Fine Arts & Design with a concentration in Web Design plus 4 years' work experience with web development, or a Master's Degree in Fine Arts & Design with a concentration in Web Design plus 2 years' work experience with web development or 10 years' experience in the area of web development. Web Developer must be fluent in English and Spanish including speaking, writing, and translating in both languages.