



GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 070 – General Purpose Commercial Information Technology Equipment, Software, and Services FSC Group: 70

CONTRACT NUMBER: GS-35F-0557Y

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

CONTRACT PERIOD: August 8th 2012 – August 7th 2017

Price List current through Modification#PO-0002, dated April 9th 2015

CONTRACTOR: ARTCOM ASSOCIATES, INC.

7810 Fortune Dr San Antonio TX 78250

POC: Lori Flores

Phone: (210)684-8877

E-Mail: lori@artcomtx.com

Web Address: <http://www.artcomtx.com>

BUSINESS SIZE: Small Disadvantaged Business, Women Owned Small Business

CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<u>SIN</u>	<u>DESCRIPTION</u>
132-8	Purchase of New Equipment
132-51	Information Technology (IT) Professional Services

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN
(Government net price based on a unit of one)**

<u>SIN</u>	<u>MODEL</u>	<u>PRICE</u>
132-8	Blanks	\$.20
132-51	Technician I	\$ 43.12

1c. HOURLY RATES: 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.

Labor Category:	Consultant I
Minimum Experience:	1 Year of related Technical Experience
Job Description:	Professional providing general IT assistance to help customers achieve a specific solution related to the organization's utilization of information technology products and services. Demonstrates exceptional oral and written communication skills.
Minimum Education:	Bachelors Degree in related field

Labor Category:	Consultant II
Minimum Experience:	3 Years of related Technical Experience
Job Description:	Professional providing general IT assistance to help customers achieve a specific solution related to the organization's utilization of information technology products and services. Demonstrates exceptional oral and written communication skills.
Minimum Education:	Bachelors Degree in related field

Labor Category:	Consultant III
Minimum Experience:	5 Years of related Technical Experience
Job Description:	Professional providing general IT assistance to help customers achieve a specific solution related to the organization's utilization of information technology products and services. Demonstrates exceptional oral and written communication skills.
Minimum Education:	Bachelors Degree in related field

Labor Category:	IT Specialist I
Minimum Experience:	1 Year of related Technical Experience
Job Description:	Performs daily user support for hardware and software issues. Responds to user trouble tickets based on established service level agreements. Able to use common helpdesk software applications to track all aspects of trouble tickets, including histories and problem resolution information. Assists users with installation and configuration issues relating to supported software applications and standard hardware configurations as well as general network access. Generally works under the supervision of more senior personnel.
Minimum Education:	Bachelors Degree in related field

Labor Category:	IT Specialist II
Minimum Experience:	3 Years of related Technical Experience
Job Description:	Performs daily user support for hardware and software issues. Responds to user trouble tickets based on established service level agreements. Able to use common helpdesk software applications to track all aspects of trouble tickets, including histories and problem resolution information. Assists users with installation and configuration issues relating to supported software applications and standard hardware configurations as well as general network access. Can perform more complex tasks with minimal supervision.
Minimum Education:	Bachelors Degree in related field

Labor Category:	IT Specialist III
Minimum Experience:	5 Years of related Technical Experience
Job Description:	Performs daily user support for hardware and software issues. Responds to user trouble tickets based on established service level agreements. Able to use common helpdesk software applications to track all aspects of trouble tickets, including histories and problem resolution information. Assists users with installation and configuration issues relating to supported software applications and standard hardware configurations as well as general network access. Can perform all tasks with no supervision required.
Minimum Education:	Bachelors Degree in related field

Labor Category:	Project Manager
Minimum Experience:	3 Years of related Technical Experience
Job Description:	<p>Performs day-to-day management of assigned delivery order projects that involve teams of data processing and other information system and management professionals who have previously been involved in analyzing, designing, integrating, testing, documenting, converting, extending, and implementing automated information and telecommunications systems. Demonstrates proven skills in those technical areas addressed by the delivery order to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned delivery order projects. Demonstrates writing and oral communication skills.</p>
Minimum Education:	Bachelors Degree in related field

Labor Category:	Network Engineer I
Minimum Experience:	1 Year of related Technical Experience
Job Description:	<p>Manages an engineering group responsible for telecommunications, networks, and other IT disciplines. Applies extremely complex networking concepts in the analysis, study, and design of data networks. Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput) and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Plans and supervises installations, transitions, and cutovers of network components and capabilities. Reviews existing network designs and capabilities with the goal of making refinements, reducing operating overhead, enhancing network throughput, and improving current network topologies. Generally works under supervision of others.</p>
Minimum Education:	Bachelors Degree in Computer Science

Labor Category:	Network Engineer II
Minimum Experience:	3 Years of related Technical Experience
Job Description:	<p>Manages an engineering group responsible for telecommunications, networks, and other IT disciplines. Applies extremely complex networking concepts in the analysis, study, and design of data networks. Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput) and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Plans and supervises installations, transitions, and cutovers of network components and capabilities. Reviews existing network designs and capabilities with the goal of making refinements, reducing operating overhead, enhancing network throughput, and improving current network topologies. Can perform more complex tasks with minimal supervision.</p>
Minimum Education:	Bachelors Degree in Computer Science

Labor Category:	Network Engineer III
Minimum Experience:	5 Years of related Technical Experience
Job Description:	<p>Manages an engineering group responsible for telecommunications, networks, and other IT disciplines. Applies extremely complex networking concepts in the analysis, study, and design of data networks. Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput) and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Plans and supervises installations, transitions, and cutovers of network components and capabilities. Reviews existing network designs and capabilities with the goal of making refinements, reducing operating overhead, enhancing network throughput, and improving current network topologies. Can perform all tasks with no supervision required. Shall supervise junior personnel.</p>
Minimum Education:	Bachelors Degree in Computer Science

Commercial Job Title:	Technician I
Minimum/General Experience:	1 Year of related Technical Experience
Functional Responsibility:	Performs installation of equipment, and system testing and evaluation activities. Inspects and reviews hardware installation, wiring, power, grounding, system database validation, and other activities to ensure quality installation of services. Performs de-installation, and relocation activities including, but not limited to, site preparation and installation and/or removal of cabling and wiring systems, terminal equipment, automated data processing services, hardware and software. Performs under the supervision of others.
Minimum Education:	Bachelors Degree in related field

Commercial Job Title:	Technician II
Minimum/General Experience:	3 Years of related Technical Experience
Functional Responsibility:	Performs installation of equipment, and system testing and evaluation activities. Inspects and reviews hardware installation, wiring, power, grounding, system database validation, and other activities to ensure quality installation of services. Performs de-installation, and relocation activities including, but not limited to, site preparation and installation and/or removal of cabling and wiring systems, terminal equipment, automated data processing services, hardware and software. Can perform more complex tasks with minimal supervision.
Minimum Education:	Bachelors Degree in related field

Commercial Job Title:	Technician III
Minimum/General Experience:	5 Years of related Technical Experience
Functional Responsibility:	Performs installation of equipment, and system testing and evaluation activities. Inspects and reviews hardware installation, wiring, power, grounding, system database validation, and other activities to ensure quality installation of services. Performs de-installation, and relocation activities including, but not limited to, site preparation and installation and/or removal of cabling and wiring systems, terminal equipment, automated data processing services, hardware and software. Can perform all complex tasks with no supervision required. Shall perform supervisory duties over junior personnel.
Minimum Education:	Bachelors Degree in related field

Commercial Job Title:	Telecommunications Engineer I
Minimum/General Experience:	1 Year of related Technical Experience
Functional Responsibility:	(a) Provides technical direction and engineering knowledge for communications activities including planning, designing, developing, testing, installing and maintaining large communications networks. (b) Ensures that adequate and appropriate planning is provided to direct building architects and planners in building communications spaces and media pathways meet industry standards. (c) Develops, operates, and maintains voice, wireless, video, and data communications systems. (d) Provides complex engineering or analytical tasks and activities associated with one or more technical areas within the communications function. Knowledge/Skill Description Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Generally works under the supervision of others.
Minimum Education:	Bachelors Degree in related field

Commercial Job Title:	Telecommunications Engineer II
Minimum/General Experience:	3 Years of related Technical Experience
Functional Responsibility:	(a) Provides technical direction and engineering knowledge for communications activities including planning, designing, developing, testing, installing and maintaining large communications networks. (b) Ensures that adequate and appropriate planning is provided to direct building architects and planners in building communications spaces and media pathways meet industry standards. (c) Develops, operates, and maintains voice, wireless, video, and data communications systems. (d) Provides complex engineering or analytical tasks and activities associated with one or more technical areas within the communications function. Knowledge/Skill Description Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Can perform more complex tasks under the supervision of others.
Minimum Education:	Bachelors Degree in related field

Commercial Job Title:	Telecommunications Engineer III
Minimum/General Experience:	5 Years of related Technical Experience
Functional Responsibility:	(a) Provides technical direction and engineering knowledge for communications activities including planning, designing, developing, testing, installing and maintaining large communications networks. (b) Ensures that adequate and appropriate planning is provided to direct building architects and planners in building communications spaces and media pathways meet industry standards. (c) Develops, operates, and maintains voice, wireless, video, and data communications systems. (d) Provides complex engineering or analytical tasks and activities associated with one or more technical areas within the communications function. Knowledge/Skill Description Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Can perform all complex tasks with no supervision required. Shall perform supervisory duties over junior personnel.
Minimum Education:	Bachelors Degree in related field

EDUCATION/EXPERIENCE TRADE OFF

Associates Degree	Additional 2 Years of Experience
Bachelors Degree	Additional 4 Years of Experience
Masters Degree	Additional 6 Years of Experience
PhD	Additional 8 Years of Experience

<u>SIN</u>	<u>POSITION</u>	<u>RATE</u>
132-51	Consultant I	\$ 71.83
132-51	Consultant II	\$ 81.41
132-51	Consultant III	\$ 90.98
132-51	IT Specialist I	\$ 52.69
132-51	IT Specialist II	\$ 62.26
132-51	IT Specialist III	\$ 71.83
132-51	Network Engineer I	\$ 104.38
132-51	Network Engineer II	\$ 119.69
132-51	Network Engineer III	\$ 129.26
132-51	Project Manager	\$ 90.98
132-51	Technician I	\$ 43.12
132-51	Technician II	\$ 52.69
132-51	Technician III	\$ 62.26
132-51	Telecommunications Engineer I	\$ 104.38
132-51	Telecommunications Engineer II	\$ 119.69
132-51	Telecommunications Engineer III	\$ 129.26

2. **MAXIMUM ORDER:** All dollar amounts are exclusive of any discount for prompt payment. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment

Special Item Number 132-51 - Information Technology Professional Services

3. **MINIMUM ORDER:** The minimum dollar value of orders to be issued is **\$0.20**
4. **GEOGRAPHIC COVERAGE:** The Geographic Scope of Contract will be domestic delivery only *Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.
5. **POINTS OF PRODUCTION:** San Antonio, TX
6. **DISCOUNT FROM LIST PRICES:** Prices shown are NET Prices; Basic Discounts have been deducted.
7. **QUANTITY DISCOUNTS:** 1% > \$100,000

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

Phone: (210) 684-8877

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

- 13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.**

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

- 14. PAYMENT ADDRESS:**

ARTCOM ASSOCIATES, INC.
7810 FORTUNE DR
SAN ANTONIO, TX 78250-5104

- 15. WARRANTY PROVISION:** 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.

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

- 16. EXPORT PACKING CHARGES:** Not Applicable

- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** None

- 18. TERMS AND CONDITIONS FOR ANY OTHER SERVICES:**

132-51 – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

Includes resources and facilities management, systems analysis and design, network services, programming, conversion and implementation support, and network services project management.

FPDS Code D316 IT Network Management Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

1. SCOPE

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

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

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

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

3. ORDER

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

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

4. PERFORMANCE OF SERVICES

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

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

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

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

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

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

within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

21. LIST OF SERVICE AND DISTRIBUTION POINTS: N/A

22. LIST OF PARTICIPATING DEALERS: N/A

- 23. PREVENTIVE MAINTENANCE:** N/A
- 24a. SPECIAL ATTRIBUTE SUCH AS ENVIRONMENTAL ATTRIBUTES:** N/A
- 24b. SECTION 508 COMPLIANCE:** If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.artcomtx.com
- The EIT standard can be found at: www.Section508.gov/.
- 25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER:** 191708825
- 26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:** Registered in SAM database.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW
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! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, 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 ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

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

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

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

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

WARRANTY. Seller warrants that all goods will be free from defects in material and workmanship for 12 months from invoice date except for 300 series and 500 series products

which are warranted for 24 months from invoice date. This warranty does not apply to defects in the goods caused by abuse, misuse, accident casualty, alteration, negligent use, current or voltages other than those specified by Fiber SenSys, Inc., application or installation not in accordance with published instruction manuals or repair not authorized by Fiber SenSys, Inc.. NO DESCRIPTIONS OTHER THAN THOSE IN THIS DOCUMENT SHALL BE DEEMED A WARRANTY, BY DESCRIPTION OR OTHERWISE HAVE ANY LEGAL EFFECT. IF EXAMPLES WERE EXHIBITED TO BUYER, SAME WERE FOR GENERAL INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE DEEMED A WARRANTY BY SAMPLE OR MODEL OR OTHERWISE HAVE ANY LEGAL EFFECT. THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 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 ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: ____

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

SIN	Manufacturer	Product	Price
132-8	Panduit	300 pair 110 block kit	\$84.74
132-8	Panduit	Grounding Bar, 4"x8"	\$95.49
132-8	Panduit	Cat 6, 5ft Blue Patch Cord	\$5.52
132-8	Panduit	Fiber Optic Cable, OFNP, MM 62.5/125, 12 strand w/1" inner Duct @ 50ft	\$1.28
132-8	Panduit	J-Hook Caddy 4" Loop Capacity 80 4-pair cables	\$4.37
132-8	Panduit	Blank Panel	\$5.13
132-8	Panduit	Cat 6, 14ft Green Patch Cord	\$9.09
132-8	Panduit	WBH2 Hinge Bracket	\$30.16
132-8	Panduit	Blanks	\$0.20
132-8	Panduit	2 Port Surface Mount Box	\$3.96
132-8	Panduit	Standard Rack	\$144.39
132-8	Panduit	Cat 6 Jacks	\$6.07
132-8	Panduit	19" power strip 15 amp horizon	\$126.94
132-8	Panduit	Equipment Shelf, Black, 14" x 19"	\$41.58
132-8	Panduit	Cat 6, 20ft Gray Patch Cord	\$11.21
132-8	Panduit	Cat 5e, 14ft Geen Patch Cord	\$5.87
132-8	Panduit	ST MM Opticam Connector	\$11.14
132-8	Panduit	24 Port Blank Patch Panel	\$26.35
132-8	Panduit	Cat 5e, 5ft Blue Patch Cord	\$3.78
132-8	Panduit	Cat 5e, 7t Yellow Patch Cord	\$4.38
132-8	Panduit	Fiber Optic Enclosure, Rack Mount 18-fiber, 19X 1U, Black	\$135.10
132-8	Panduit	Lader Rack 10ft w/angle bracket/Top Plate	\$107.62
132-8	Panduit	Cat 5e plenum cable	\$232.80
132-8	Panduit	Horizontal Wire Management	\$50.71
132-8	Panduit	Vertical Wire Management	\$128.15
132-8	Panduit	Cat 6 Cable Plenum	\$289.36
132-8	Panduit	Cat 5e 20ft Patch Cord	\$6.59
132-8	Panduit	48-Port Blank Patch Panel	\$31.38
132-8	Panduit	Cat 5e Data Jacks	\$5.41
132-8	Panduit	Cat 5e Voice Jacks	\$5.58
132-8	Panduit	6-Port ST Fiber Panel	\$25.57
132-8	Panduit	J-Hook Caddy 2" Loop Capacity 300 4-Pair cables	\$1.78
132-8	Panduit	4-Hole Faceplace (ivory)	\$3.74

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

*****NOTE:** *All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.*

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--
COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders
and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL I
(MAR 2009) (ALTERNATE I FEB 2007) (DEVIATION I
and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR

9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- 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, and conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science