



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

Telnet, Inc.

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Contract Number: **GS-35F-0567U**

Period Covered by Contract: **August 28, 2008 through August 27, 2013**

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # _____, dated _____.

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

SIN 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

Servers

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Other Communications Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Telephone Answering and Voice Messaging Systems

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service)

- Maintenance

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

- Large Scale Computers
 - Operating System Software
 - Application Software
 - Communications Software

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

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- 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.

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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Orders:

GSA Orders
Telnet, Inc.
7630 Standish Place
Rockville, MD 20855

Payments:

Attn: Accounts Receivable
Telnet, Inc.
7630 Standish Place
Rockville, MD 20855

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will be acceptable** for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
301-840-7110.

3. LIABILITY FOR INJURY OR DAMAGE

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

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

- Block 9: G. Order/Modification Under Federal Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: 967273095
- Block 30: Type of Contractor – B. Other Small Business
- Block 31: Woman-Owned Small Business – No
- Block 36: Contractor's Taxpayer Identification Number (TIN): 52-1972780
- 4a. CAGE Code: 1UM73
- 4b. Contractor **has registered** with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-8</u>	<u>30 Days</u>
<u>132-12</u>	<u>To be determined between Telnet, Inc. and the Ordering Agency</u>
<u>132-33</u>	<u>To be determined between Telnet, Inc. and the Ordering Agency</u>
<u>132-51</u>	<u>To be determined between Telnet, Inc. and the Ordering Agency</u>

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

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

- a. Prompt Payment: Net 30
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.

- e. Other: **For SIN 132-12 ONLY- 4% discount is provided on service plans if the yearly fee is paid in whole at the beginning of the Plan or 6% provided on Service Plans signed for 3 years or longer.**

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:

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

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
- Special Item Number 132-8 - Purchase of Equipment
 - Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
 - Special Item Number 132-33 - Perpetual Software Licenses
 - Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

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

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

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

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

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

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

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

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

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

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

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated

funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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:

Not Applicable

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

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

www.telnet-inc.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO 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! 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

Products offered by Telnet, Inc. are NOT self-installable.

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:

Pricing for services can be found on Page #25

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 applies.

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

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 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.

Warranty on Product

Telnet warrants all products sold to be free from defects in material and workmanship under normal use and conditions. All products sold by Telnet carry the original manufacturer's warranty. Telnet covers the labor for 30 days after the initial installation of all products. All products that do not function per specs during this initial 30 day period will be replaced without any labor charges. Telnet offer service plans for labor warranty beyond the initial 30 days after installation for specific to each product.

THIS WARRANTY IS VOID IF THE PRODUCT IS:

- A. Damaged through negligence, misuse, abuse, or accident.**
- B. Modified or repaired by anyone other than Telnet authorized service center personnel.**
- C. Damaged due to connection to the equipment of other manufacturers or improper power sources.**
- D. The serial number sticker on the system is missing, defaced, or modified in any manner.**

THIS WARRANTY DOES NOT COVER:

- A. Damage to the system due to parts of other manufacturers added to or connected to the product.**
- B. Any costs incurred in shipping the product to Telnet or a service center location**
- C. Damage or improper operation of the product caused by customer abuse, negligence, or failure to follow operating instructions provided with the product.**
- D. The compatibility or performance of any third party product used with or connected to the system.**
- E. Any cosmetic damage to system caused by accident or customer abuse.**

THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA. THIS WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER AND IS NON-TRANSFERABLE. TELNET EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (OTHER THAN THE EXPRESS WARRANTY STATED HEREIN). WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Under no circumstances shall Telnet be liable for any loss, direct or indirect, incidental, special, or consequential damage arising out of or in connection with the use of the product sold. This warranty gives you specific legal rights. However, you may have other rights which may vary from state to state.

Telnet's liability under such warranty or in connection with any other claim relating to the products shall be limited to, at Telnet's option, the repair or replacement of any products or parts or components which are defective in material or workmanship. Telnet, at its sole discretion may allow a refund to the maximum amount of the purchase price.

Where Telnet's products contain components that are covered under the warranty of another manufacturer, coverage will then be limited to that same warranty period provided by that manufacturer, including the limitation and remedies contained in or by such warranty.

This warranty does not cover and Telnet will not be liable for, any damage or failure caused by misuse, incidental or consequential damages, abuse, acts of God, accidents, electrical irregularity, or other causes beyond Telnet's control, or claim by other than the original purchaser. Implied warranties of merchantability and fitness for a particular purpose on this product are limited to the duration of this warranty stated above.

- 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:

Telnet, Inc.
7630 Standish Place
Rockville, MD 20855

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).

Telnet, Inc.
Product Pricing for SIN 132-8

Item #	Product Name	Product Description	Proposed GSA Price (Each)
TLN-IP4812-T1	IP481-2T1 Telephony Kit	48 Port IP Board (PCI - 1 slot width) 48 Voice and 48 VoIP Resources, 2xT1 PSTN supported.	\$8,221.20
TLN-IP241	IP241-1T1 Telephony Kit	24 Port IP Board (PCI - 1 slot width) 24 Voice and 24 VoIP Resources, 1xT1 PSTN supported.	\$5,425.99
TLN-120JCT	12 Port analog Trunk Card Kit 120JCT	12 Analog Trunk Ports and 12 Voice Resources (PCI)	\$2,490.54
TLN-240JCT	24 Port Digital T1 Trunk Card Kit 240JCT	24 Digital T1 Trunk Ports and 24 Ports Voice Resources (U - PCI)	\$3,757.57
TLN-S24DISI	24 Port Analog Station Card kit	24 Analog Station Ports, 24 Voice, and 16 Conf. Resources (U-PCI)	\$3,557.36
TEL-SA-Xe-2G	4U Racmount Industrial Server (SATA RAID-Xeon)	Telephony Server - Xeon Processor, 2GB RAM – 2x250GB SATA - Raid Mirror 1, Keyboard, Mouse, DVD/RW, Floppy, Redundant 400W Power Supply, Win2003 Server Standard.	\$4,231.50
TEL-SA-P4-4G	4U Rackmount Industrial Server (SATA RAID-Pentium)	Telephony Server - Pentium IV or Core 2 Processor, 4GB RAM – 2x 250GB SATA - Raid Mirror 1 , Keyboard, Mouse, DVD/RW, Floppy, Redundant 400W Power Supply, Win2003 Server Standard.	\$4,328.22
TVSYS-T1x8IP- CC	Telnet T1x8 IP Call Center & Phone System	T1x8 IP Call Center (Boarded) Televantage Phone System with VOIP & CallCenter (4U Phone Server, 24 Port IP Board , 2 View Point,1 Music On Hold Box) - (Licenses:23 Trunks,8 IP , 2 Viewpoint, 8 Call Center Agent, 1 Call Center Reporter, 1 Call Center Supervisor Console) (No Desk phones Phones included)	\$20,197.07
TLN-MSI-PM	MSI Power Module	Power module for Station Cards	\$241.80
TLN-DISI-Octopus20	20 feet octopus RJ-11	20 feet Octopus Cable for DISI station cards with RJ-11 termination	\$241.80
TVDesk-PT390	Basic Analog Desk Phone	Basic Analog Phone with Display	\$146.44
TV-MOH	Music On Hold Box	Music On Hold device	\$430.71

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR
SERVICE AND REPAIR PARTS/SPARE PARTS 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) AND FOR LEASED EQUIPMENT
(SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 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 8.d and 9.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

N/A

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 ordering activity 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 ordering activity 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 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.
- f. Ordering activities 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. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. 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 ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity 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 ordering activity.
 - (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 ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity 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 ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. 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 ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

8. 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 ordering activity.
- b. REGULAR HOURS

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

c. AFTER HOURS

Should the ordering activity 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 ordering activity location and the Contractor's service area, the charge will be:

None

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discounts
<u>None</u>	

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of _____ per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES – INCLUDED IN MAINTENANCE AGREEMENT

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated January 1, 2008, at a discount of 0% from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 30 days after the initial installation.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 30 days after the initial installation.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) 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.

(2) 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.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Telnet, Inc.
Maintenance Pricing for SIN 132-12

Item #	Product Name	Product Description	Proposed GSA Price (Each)
GVT-Platinum	GVT Telephony Service Plan	Government Platinum Telephony Service Plan (Per Month, Per Port) (Port=Station+Trunk+IP)	\$9.07

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-33)**

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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

Warranty on Product

Telnet warrants all products sold to be free from defects in material and workmanship under normal use and conditions. All products sold by Telnet carry the original manufacturer's warranty. Telnet covers the labor for 30 days after the initial installation of all products. All products that do not function per specs during this initial 30 day period will be replaced without any labor charges. Telnet offer service plans for labor warranty beyond the initial 30 days after installation for specific to each product.

THIS WARRANTY IS VOID IF THE PRODUCT IS:

- E. Damaged through negligence, misuse, abuse, or accident.**
- F. Modified or repaired by anyone other than Telnet authorized service center personnel.**
- G. Damaged due to connection to the equipment of other manufacturers or improper power sources.**
- H. The serial number sticker on the system is missing, defaced, or modified in any manner.**

THIS WARRANTY DOES NOT COVER:

- F. Damage to the system due to parts of other manufacturers added to or connected to the product.**
- G. Any costs incurred in shipping the product to Telnet or a service center location**
- H. Damage or improper operation of the product caused by customer abuse, negligence, or failure to follow operating instructions provided with the product.**
- I. The compatibility or performance of any third party product used with or connected to the system.**
- J. Any cosmetic damage to system caused by accident or customer abuse.**

THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA. THIS WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER AND IS NON-TRANSFERABLE. TELNET EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (OTHER THAN THE EXPRESS WARRANTY STATED HEREIN). WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Under no circumstances shall Telnet be liable for any loss, direct or indirect, incidental, special, or consequential damage arising out of or in connection with the use of the product sold. This warranty gives you specific legal rights. However, you may have other rights which may vary from state to state.

Telnet's liability under such warranty or in connection with any other claim relating to the products shall be limited to, at Telnet's option, the repair or replacement of any products or parts or components which are defective in material or workmanship. Telnet, at its sole discretion may allow a refund to the maximum amount of the purchase price.

Where Telnet's products contain components that are covered under the warranty of another manufacturer, coverage will then be limited to that same warranty period provided by that manufacturer, including the limitation and remedies contained in or by such warranty.

This warranty does not cover and Telnet will not be liable for, any damage or failure caused by misuse, incidental or consequential damages, abuse, acts of God, accidents, electrical irregularity, or other causes beyond Telnet's control, or claim by other than the original purchaser. Implied warranties of merchantability and fitness for a particular purpose on this product are limited to the duration of this warranty stated above.

- 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.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **301-840-7110** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available **24 hours**.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

N/A

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

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

appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtain 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.

6. SOFTWARE CONVERSIONS - (132-32 AND 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.

7. 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.

8. RIGHT-TO-COPY PRICING

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

Telnet, Inc.
Perpetual Software License Pricing for SIN 132-33

Item #	Product Name	Product Description	Proposed GSA Price (Each)
ART-98000	Televantage Server License	Server License (One required for every system)	\$178.68
ART-98101	Televantage Trunk License	Trunk 1 Port License	\$193.17
ART-98201	Televantage Station License	Station 1 Port License	\$96.58
ART-98301	Televantage ViewPoint License	Viewpoint 1 Port License	\$96.58
ART-98401	Televantage IP License	IP 1 Port License	\$144.87
ART-98501	Televantage Call Center Agent License	Call Center 1 Agent License	\$241.46
ART-98500	Televantage Call Center Reporter License	Call Center Reporter	\$965.81
ART-81203	Televantage Call Classifier License	TeleVantage Call Classifier (requires at least one station license)	\$1,690.17
ART-81002	Televantage Smart Dialer License	TeleVantage Outbound Smart Dialer	\$2,414.52
ART-81003	Televantage Persistent Pager License	TeleVantage Persistent Pager (requires at least one Viewpoint license)	\$724.36
ART-81004	Televantage Call Center Scoreboard License	Call Center Scoreboard Supervisor Console	\$965.81
ART-81205	Televantage Conference Manager License	Conference Manager 2.0	\$2,892.60
ART-81701	Televantage Enterprise Manager License	Enterprise Manager	\$1,448.71
ART-97000	Televantage Server License	Server License (One required for every system)	\$178.68
ART-97101	Televantage Trunk License	Trunk 1 Port License	\$241.46
ART-97201	Televantage Station License	Station 1 Port License	\$120.73
ART-97301	Televantage ViewPoint License	Viewpoint 1 Port License	\$120.73
ART-97401	Televantage IP License	IP 1 Port License	\$289.75
ART-97501	Televantage Call Center Agent License	Call Center 1 Agent License	\$289.75
ART-97500	Televantage Call Center Reporter License	Call Center Reporter	\$1,207.27
ART-98600	TeleVantage Small Office Edition (SOE)	SOE license kit to install Server, 4 trunk licenses and 8 station licenses and 1 ViewPoint license.	\$758.16
ART-98651	TeleVantage Small Office Edition Expansion	Expansion includes 1 server expansion license (98000), 4 trunk expansion licenses (98104), 8 station expansion licenses (98208) and 1 ViewPoint license (98301) to expand TV 8.0 SOE to a full TeleVantage 8.0 System. Additional licenses should be purchased through Distribution.	\$965.81

Item #	Product Name	Product Description	Proposed GSA Price (Each)
ART-98610	TeleVantage SOE Upgrade (TV 7.0 to TV 8.0)	With each upgrade order – include (1) 98000-C per Server (TeleVantage CD's) These SKUs are to be used to upgrade a TV 7.0 SOE to a TV 8.0 SOE (not to expand to full TeleVantage)	\$695.39
98010-S	TeleVantage Server Upgrade	Upgrades from TV 7.0 to TeleVantage 8.0	\$91.75
98131-S	TeleVantage Trunk Upgrade 1 Trunk License	Upgrades from TV 7.0 to TeleVantage 8.1	\$57.95
98231-S	TeleVantage Station Upgrade 1 Station License	Upgrades from TV 7.0 to TeleVantage 8.2	\$57.95
98331-S	TeleVantage ViewPoint Upgrade 1 ViewPoint License	Upgrades from TV 7.0 to TeleVantage 8.3	\$57.95
98431-S	TeleVantage IP Port Upgrade 1 License	Upgrades from TV 7.0 to TeleVantage 8.4	\$96.59
98531-S	TeleVantage Call Center 1 Agent Upgrade License	Upgrades from TV 7.0 to TeleVantage 8.5	\$96.59
98534-S	TeleVantage Call Center 4 Agent Upgrade License	Upgrades from TV 7.0 to TeleVantage 8.6	\$386.33
98550-S	TeleVantage Call Center 20 Agent Upgrade License	Upgrades from TV 7.0 to TeleVantage 8.7	\$1,931.62
98530-S	TeleVantage Call Center Reporter Upgrade License	Upgrades from TV 7.0 to TeleVantage 8.8	\$386.33
81235	Conference Manager 2.0 upgrade	Upgrades from Conference Manager 1.0 to 2.0	\$338.04

**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 ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- 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 in accordance with this clause.
- 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 – 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 (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) 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 Services.

9. 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 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 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) 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 SERVICES AND PRICING

Labor Category	GSA Proposed Hourly Rate
R&D Engineer	\$116.67
Principal RF Engineer	\$110.48
Senior RF Engineer IV	\$89.27
Senior RF Engineer III	\$80.95
In-Building Technician	\$78.80
Senior Software Engineer	\$145.84
Software Engineer	\$87.50
Web Application Developer	\$121.53
Database Designer	\$145.84
Database Administrator	\$145.84
Systems Engineer	\$145.84
Network Administrator	\$121.53
Network Engineer	\$145.84
Microsoft Certified Systems Engineer	\$145.84
Microsoft Office Specialist	\$145.84
Technical Admin	\$58.33
Voice & Data Specialist	\$145.84
Voice & Data Engineer	\$121.53
Voice & Data Trainer	\$121.53
Project Manager	\$72.92
Cable Installer	\$44.72
Lead Tower Technician	\$74.81
Cell Site Auditors	\$69.82
BTS Technician	\$78.80
Scheduler	\$38.89

LABOR CATEGORY DESCRIPTIONS

Job Title: R&D Engineer

Minimum/General Experience: 5+ years experience in the industry

Functional Responsibility: Part of an R&D team responsible for design and implementation of the system. Develops technology requirements and functional specifications, and analyze the technology solutions. As a member of a team, participates in the design and development of technology's performance test system, Prepares test procedures for conformance and interoperability test, lead the execution of procedures, perform data analysis, prepare reports and presentations on the findings, and communicate results to stakeholders. Has a logical approach to problem solving, system modeling experience and have the ability to communicate clearly and to influence inside and outside the company. Interacts with the standard team to develop solutions and contributions in related technology to be proposed to standard, as well as be able to analyze and evaluate the solutions proposed to standard. Has self-confidence, and a very high level of communication skills. Able to initiate and lead research problems in the development of emerging technologies, and be able to provide solution for complicated technical problems. Is a self-starter and self motivated, as well as be flexible enough to work in a highly multi-task environment.

Minimum Education: PG or PhD

Job Title: Principal RF Engineer

Minimum/General Experience: 8+ years related experience and/or 4 years experience in RF management.

Functional Responsibility: The Principal RF Engineer will provide services and project management functions required to develop and deploy new technology within multiple disciplines; provide technical guidance to RF management as a whole. He will function as the technical lead and coordinator. Provide superior support without supervision. Direct the market level RF Engineering Group (1 to 10 employees). Provide input to the RF Manager on performance. Train on technical issues within the field of RF Engineering as well as other disciplines outside of RF. Provide technical solutions, which require resolution of the most complex operational and integration issues (proof of concept or industry first projects). Develop, or direct others to develop, specifications to build, test and operate new or existing transmission, switch or power systems and equipment. Provide leadership for existing and new technology deployment within multiple disciplines to all the capabilities of the lower levels. Able to evaluate and incorporate new technologies. Is capable of strategic planning assessment and have technical expertise in wireless telecommunications. Has excellent report writing abilities and be able to work independent of supervision.

Minimum Education: BSEE/MSEE degree or equivalent.

Job Title: Senior RF Engineer IV

Minimum/General Experience: 6 years experience in RF Engineering /or 3 years experience in RF management

Functional Responsibility: The Senior RF Engineer IV position requires a very solid understanding of the details surrounding Radio Frequency (RF) network design, capacity planning, and optimization activities. Functions as the technical lead and provide in-depth support without supervision. Directs the market level RF Engineering Group (1 to 10 employees). Is required to provide input to the RF Manager on performance and train on technical issues within the field of RF Engineering as well as other disciplines outside of RF. Must review and approve all aspects of RF designs submitted from lower level and resolve any outstanding issues related to site design involving other groups. Is required to approve the project design and submit to RF manager with recommendations. Must possess excellent technical understanding in one or more areas of expertise, such as: RF design and optimization, network design, switching, microwave, and ancillary services. Has excellent report writing abilities, strong project management and organizational skills, strong interpersonal and communications skills

Minimum Education: BSEE/MSEE degree or equivalent

Job Title: Senior RF Engineer III

Minimum/General Experience: 4+ years experience in RF Engineering

Functional Responsibility: The Senior RF Engineer III position requires an in-depth understanding of the details surrounding Radio Frequency (RF) network design, capacity planning, and optimization activities for a specific market or region of the country. Able to provide support with minimal supervision and be responsible for approving the final site locations for cell sites as well as be responsible for capacity management, optimization, and network design/build out. Has good understanding of one or more areas, such as: RF design and optimization, network design, switching, microwave, and ancillary services. Has all the capabilities of the RFII level, be autonomous individual that is motivated, a team player and dedicated. Must provide technical expertise in wireless telecommunications engineering as well as experience in other aspects of the wireless telecommunications industry, including site acquisition, network design and construction.

Minimum Education: BSEE/MSEE degree or equivalent

Job Title: In-Building Technician

Minimum/General Experience: 1 year of experience, able to use a computer in the field.

Functional Responsibility: The In-Building Technician sets up In-building Cell Site and Repeaters with amplifiers, provide customer service onsite about installation and Document the installation. Able to install donor and re-rad antennas. Run co-axial cable from donor to amplifier to re-rad antennas possibly going through a roof penetration or making a side wall penetration. Should be able to put connectors on co-axial cable and commission amplifier or BTS equipment. Is well versed in waterproofing of any external holes made and external connectors. Able to run metal or PVC conduit to shield co-axial cable from damage and test for coverage before and after installation. Able to use a digital camera to document installation and be able to draw using software such as Microsoft Paint to detail design implemented.

Minimum Education: High school diploma/GED equivalency.

Job Title: Senior Software Engineer

Minimum/General Experience: Minimum 5 years of experience at a similar level.

Functional Responsibility: The senior software engineer has experience and expertise in database software, team lead, and has the demonstrated ability to develop high quality enterprise software in a dynamic environment. Has three years experience building enterprise level software in Java. Knowledge of advanced SQL. Experience doing software development in a structured, automated, and distributed development environment including design, development, QA, and documentation as well as experience with server-side development of distributed and multi-tiered applications

Possesses the following skills and knowledge for: database query optimization, C++, XML and web services, LAMP, SOAP, AJAX, Eclipse, Maven, J2EE, .NET, Oracle, MS SQL, Sybase, DB2, MySQL, Linux and Solaris

Minimum Education: Bachelor of Science in Computer Science

Job Title: Software Engineer

Minimum/General Experience: Minimum 3 years of experience at a similar level.

Functional Responsibility: The software engineer has experience and expertise in database software, and has the demonstrated ability to develop high quality enterprise software in a dynamic environment. Has three years experience building enterprise level software in Java. Knowledge of advanced SQL.

Experience doing software development in a structured, automated, and distributed development environment including design, development, QA, and documentation as well as experience with server-side development of distributed and multi-tiered applications

Possesses the following skills and knowledge for: database query optimization, C++, XML and web services, LAMP, SOAP, AJAX, Eclipse, Maven, J2EE, .NET, Oracle, MS SQL, Sybase, DB2, MySQL, Linux and Solaris

Minimum Education: Bachelor of Science in Computer Science

Job Title: Web Application Developer

Minimum/General Experience: 3+ years of experience as a web architect in a similar position.

Functional Responsibility: Web application developer will take on broad technical challenges within a dynamic, customer-driven software development organization developing web-based business solutions. Will work with business partners to understand and document requirements; develop and recommend solution architectures; work with development teams to develop and document system designs; consult with project managers to identify tasks and help scope efforts. Take on development of key components and interfaces; investigate new technologies and tools; initiate and contribute to process and methodology improvements. Will demonstrate the ability to solve complex application problems independently and work with team to implement customer business requirements for web based applications. Able to write code to develop assigned features; deliver quality product in a timely manner.

Has proven technical skills in analysis and design for complex systems and the ability to work with both internal and external customers and meet project deadlines. Has effective written and verbal communication skills required.

Minimum Education: Bachelor of Science in Computer Science

Job Title: Database Designer

Minimum/General Experience: 2+ years of relevant experience in a similar capacity.

Functional Responsibility: The database designer Able to use SQL SERVER DATABASE DEVELOPER/ DBA to design, implement, develop and maintain medical databases based on SQL Server 2000/2005 system. Work involves 70% development and 30% Administration. Has to maintain, support and advance a secure, reliable SQL Server Transact SQL CodeBase. Maintain and automate traditional administrative tasks (managing backups, monitoring system performance, identifying opportunities for improving performance via index tuning, rewriting stored procedures to tune SQL, etc). Collaborate with application developers on web-based applications. Is expected to act as an advisor to the developers, supplying knowledge and experience in order to achieve their goals in data aggregation, performance, and other aspects. Responsible for relational database architecture and design, including: Normalization / Renormalization; Entity Relationship data modeling. Responsible for performance tuning queries against an existing database, including db performance tuning (effective join patterns and techniques, query optimization, hinting, etc.). Index tuning.

Minimum Education: Bachelor of Science in Computer Science

Job Title: Database Administrator

Minimum/General Experience: 4+ years of experience in similar position

Functional Responsibility: Database Administrator (DBA) to administer, maintain, program and enhance our ERP/CRM system. Reporting to the Director of IT, the DBA provides database infrastructure and applications support for all aspects of the company - including Manufacturing, Operations, Finance and Sales. Exhibits a support-oriented demeanor and has detailed, hands-on knowledge of one or more of the leading ERP and/or CRM systems. Is owner of company-wide business system applications. Able to support of the database infrastructure. Procure all necessary application products, services and upgrades after determining user needs. Work with user groups in defining configurations for all applications; standardize and document all default settings. Provide user training. Define and coordinate outsourced training as appropriate. Maintain security and integrity of databases. Responsible for sub-system or cross-application daily updates. Report writing and other programming of the databases as per user requests. Essential skills needed are: Detailed hands-on experience in writing XML, HTML and ODBC applications. Database design. Expertise in development and maintenance of databases on Windows and/or LINUX operating systems. Database security administration and control. Knowledge of business processes and workflows. Experience with database backup and recovery - along with database conversion. Detailed database administration - for example user account creation, tuning, indexing, creating and writing triggers, writing queries, procedures, etc. ERP/CRM system administration and maintenance experience. Ability to monitor database performance and hence tuning. Knowledge of SQL considered a plus.

Minimum Education: Bachelor of Science in Computer Science

Job Title: Systems Engineer

Minimum/General Experience: 2+ years experience in the IT industry

Functional Responsibility: The Systems Engineer manages the ongoing IT support to assure continuous improvement in process quality and productivity. Additionally, the SE serves as a member of a divisional focus group for support, and is responsible for managing the continued integration of people, process and technology consistent with international standards. Assures availability of critical business systems and telecommunications, supports LAN / WAN Operations, supervises contractors engaged for topographical changes (wire and wireless LAN), assists in LAN issue diagnosis and supports corrective action, implements and supports security standards in accordance with corporate and divisional policy, supports the Telecommunications team with activities on local PBX devices, coordinates with utilities providers in the implementation of and corrective action for telecommunication systems, provides desktop Support Activity, maintains 3rd party relationships for desktop support, supervises support activity or performs as needed, coordinates with divisional services for critical hardware support (RF Devices, Shop Printers, etc)

Minimum Education: Bachelor of Science in Computer Science

Job Title: Network Administrator

Minimum/General Experience: 2+ years of relevant experience in similar capacity.

Functional Responsibility: Manages the ongoing IT support to assure continuous improvement in process quality and productivity. Additionally, the Analyst will serve as a member of divisional focus groups for support, and be responsible for managing the continued integration of people, process and technology consistent with international standards. Able to assure availability of critical business systems and telecommunications. Support LAN / WAN Operations. Supervise contractors engaged for topographical changes (wire and wireless LAN). Assist in LAN issue diagnosis and support corrective action. Implement and support security standards in accordance with corporate and divisional policy. Support the Telecommunications team with activities on local PBX devices. Coordinate with utilities providers in the implementation of and corrective action for telecommunication systems. Provide Desktop Support Activity. Maintain 3rd party relationships for desktop support. Supervise support activity or perform as needed. Coordinate with divisional services for critical hardware support (RF Devices, Shop Printers, etc)

Minimum Education: Bachelor of Science in Computer Science

Job Title: Network Engineer

Minimum/General Experience: Minimum 3+ years of experience in a similar capacity.

Functional Responsibility: This position is one of the primary people responsible for all aspects of the company's deployment and support of its messaging infrastructure. Functions include network administration and some engineering, network server builds and upgrades, network equipment builds and upgrades, project-oriented responsibilities, network documentation, and network admin and engineering support. Also working with senior staff on all aspects of above. Able to assist in supporting the current messaging infrastructure, assist in the possible migration from the current messaging product to Exchange and assist with file server builds and configurations in Netware, Windows and Active Directory environments. Responsible for network administration functions in Netware, Windows and Active Directory environments and be responsible for the configuration, maintenance, and quality control of network backup operations and documenting backup procedures. Able to assist in the configuration and maintenance of network anti-virus operations and documenting anti-virus policies and procedures. Manage the tracking and allocation of TCP/IP addresses. Assists in maintenance, troubleshooting and escalation of all installed network switches and Routers and wiring closets. Responsible for monitoring the status of daily processes such as backups, off-site storage, and virus notifications. Assists in providing Help Desk support services as directed and provides day to day support and troubleshooting of Citrix Environment. Coordinate repairs/moves/adds/changes of existing computer equipment as required. Able to resolve software/hardware/network configuration issues as required. Has the ability to work on multiple projects as assigned by management, develop new strategies for new hardware and software by evaluation of different products and respond to alarm conditions generated by network management software. Also be able to assist in maintaining file and directory level security permissions for Windows NT and NetWare environments, complete trouble tickets assigned and provide phone support.

Minimum Education: Bachelor of Science in Computer Science

Job Title: Microsoft Certified Systems Engineer

Minimum/General Experience: 5+ years experience in the IT industry

Functional Responsibility: Has 5+ years experience with enterprise network consulting, design, installation, configuration, troubleshooting and support. Experience with enterprise network technologies including Cisco routers, switches, firewalls, wireless, security and VPN platforms, and network management and analysis technologies are required. Cisco and/or Microsoft Certifications a plus: Certified Network Professional (CCNP) Cisco Certified Network Associate (CCNA). Cisco Certified Internetwork Expert (CCIE) Microsoft Certified Systems Engineer (MCSE). This is a field-based position which entails providing IT consulting, design, and support and deployment services. Works predominately with Microsoft (Windows, Exchange, SBS, SQL), Cisco (routers, switches, VOIP and WLAN). Has experience managing 30 or more servers in heterogeneous environment. Has expertise in Microsoft SMS, Exchange, and IIS.

Has knowledge of Novell, AIX, SOLARIS, Window 2003, SQL Server, Back up and Recovery.

Minimum Education: BE or MCSE

Job Title: Microsoft Office Specialist

Minimum/General Experience: 1-2 years experience in the IT industry

Functional Responsibility: Works independently or as part of a team performing various tasks. Expert on Windows OS and the Microsoft Office 2003 Suite, knowledge of Different laptops and basic workstation & laptop maintenance and repair. Intermediate knowledge of Dreamweaver or other web-development program

Customer service experience is a must. Respond to requests for support in a timely manner. Send educational e-mails that assist users with their daily activities (e.g. how to do certain things on a Blackberry, how to convert a file to PDF format, etc). Provide assistance to users who are traveling and are trying to connect to the network. Instruct users on the use of the printers & scanners. Setup computers and phones for new employees and guests. Troubleshoot e-mail delivery problems; this sometimes involves contacting the IT department at the other end. Make changes to user's phone and data accounts as needed. Make sure that workstations/laptops are kept up to date with regard to software upgrades, patches and fixes. Rebuild workstations/laptops as necessary, Ghost machines, Replace hardware components as they fail, and Keep an inventory of workstations to aid in support and maintenance, Resolve problems with viruses and spy ware that infect computers. Contact computer supplier for warranty support as necessary. Update website(s) as needed. Monitor the anti-virus server and insure that workstations are being protected as necessary; maintain quarantine folder as appropriate.

Experience with the following: Symantec Antivirus Corporate Edition, Symantec Ghost, Konica-Minolta printer/scanners, Blackberry, SonicWall VPN, DOS, Mac OS,

Minimum Education: Certifications (A+, MOS (Microsoft Office Specialist))

Job Title: Technical Admin

Minimum/General Experience: 3+ years of experience in similar position.

Functional Responsibility: Has the ability to work extensively on databases such as Excel and Access. Has customer service experience and the ability to multi-task. Serves as the primary support to a department; provides workflow and office coordination of assigned department; coordinates logistical support for assigned department. Develops and coordinates the distribution of department materials, brochures and other written material; maintain and update web pages for assigned department; provides technical clerical support to assigned department and various committees, prepares agendas, maintains records, prepares minutes, schedules facilities, etc.

Minimum Education: Bachelors degree or four year college.

Job Title: Voice & Data Specialist

Minimum/General Experience: 4+ years of experience in configuration, installation, setup, troubleshooting, and migration of telephony, video conferencing, and VOIP systems. Experience in call center setup environment or field support role. Is highly organized and detail-oriented. Has excellent oral and written communication skills including ability to train others. At least two years of experience in system design and recommendation. Management of Voice & Data Engineers.

Functional Responsibility: The Voice and Data Specialist is responsible for requirement analysis, solution recommendation, specification, system design, configuration, installation, operation, and documentation, maintenance, advanced technical support, optimization, and management of enterprise network infrastructures, Telephony systems, Video Conferencing systems, and VOIP systems. This includes: LAN, WAN, hardware: Routers, Switches, and hubs, firewalls. Telephony hardware: Telephony Boards, Line Conditioners, Video Conferencing hardware, physical network connectivity, WAN circuits, Ethernet routing protocols. Full capable of working on service agreements relating to hardware and software and other 3rd party vendor agreements. The Voice and Data Specialist is also involved in the operation and maintenance of Internet connections, firewall and security infrastructure.

The Voice and Data Specialist liaises with office/store managers and administrators, users, corporate and regional IT staff, outside vendors, consultants and service providers to implement a fully functional new systems and services, to support and maintain reliable, secure and cost-effective operation of existing systems, and to identify and propose improvements. Maintain technical responsibility for operation, maintenance and support of all communications hardware. This includes a host of Intel, Dialogic, Adtran, and Polycom equipment. Primary responsibility for all system upgrades and periodic maintenance. Technical responsibility for the operation, maintenance, and support of all Wide Area Network (WAN) circuits. Technical responsibility for the operation, maintenance, firewall and security infrastructure and associated management tools. Technical responsibility for the operation, maintenance, and support of Voice over IP (VOIP) and Telephony infrastructure. Technical responsibility for operation, maintenance, and support of all Local Area Network and telephone cabling infrastructure. Monitor and maintain global network security infrastructure. Aid in the definition of global policies and procedures governing the infrastructure hardware, software, security, service providers, and associated management tools. Aid in the design and specification of new network infrastructure initiatives and structured data cabling systems. Participate in the negotiation and selection of vendors, services and products; assist with procurement of equipment and services; monitor performance of vendors and services; maintain records related to equipment inventory, vendor contacts, accounts and agreements. Troubleshoot, diagnose and resolve problems; coordinate service & repair technicians; analyze network performance; track vendor & equipment performance history; maintain service agreements; formally document equipment configurations for all sites. Analyze overall system and component level performance and costs. Develop and document LAN and WAN operations and configuration standards. Investigate, test and evaluate new or upgrade products and services; remain informed and abreast of new technologies, new service offerings and alternatives. Propose, recommend and implement improvements in terms of technology, services/products/options, pricing plans and costs, or policies and procedures. Propose alternative methods for improving performance and/or reliability of the existing network infrastructure. Provide formal or informal training to IT and Voice & Data Engineering staff, office managers/administrators and users. - Other duties or projects as directed to maintain or improve telecommunications systems.

Minimum Education: Bachelor of Science in Computer Science, Electrical Engineering, or related fields.

Job Title: Voice & Data Engineer

Minimum/General Experience: 1 to 3 years of experience in configuration, installation, setup, troubleshooting, and migration of telephony, video conferencing, and VOIP systems. Experience in call center setup environment or field support role. Is highly organized and detail-oriented. Has excellent oral and written communication skills including ability to train others.

Functional Responsibility: Able to provide technical expertise and guidance in the planning, implementation, migration, support and capacity planning of Telephony Applications including VOIP and Related network infrastructures firm-wide. Provides technical expertise and guidance in the planning, implementation and migration, support and capacity planning of the LAN Infrastructure. Evaluates new products, perform network problem resolution and assists in the development and documentation of technical standards and interface applications. Participates in network planning, network architecture, design and engineering. Serves as liaison to the telecommunication carriers, cellular carriers in order to solve service issues. Interface with internal and external customers to resolve technical issues on Telnet VoIP products via telephone, e-mail or in-person. Gathers problem descriptions, log files, configuration data, and analyze them in order to determine root cause of problems and find solutions. Maintains accurate documentation of all actions required to resolve issues in the service ticket support database. Provides written reports on problem analysis on cases escalated to R&D for resolution. Documents known problems, solutions or mitigations in a technical bulletin or solutions database. Ability to multi-task between several customer situations at the same time. Works in conjunction with a team and management to reach/exceed the client/customer service satisfaction goals of Telnet Inc. Has a strong understanding of IP protocols (DHCP, DNS, FTP, HTTP, SNMP) and have hands-on experience supporting Routers, Firewalls and VoIP GW. Experience in troubleshooting VoIP protocols (SIP, MGCP, H.323, RTP) is required. Technical certifications are highly desirable (Microsoft, Cisco, etc). Able to troubleshoot a problem down to its root cause.

Minimum Education: Related Bachelor's Degree or equivalent desirable.

Job Title: Voice & Data Trainer

Minimum/General Experience: A minimum 3-4 years job related experience with 2 years instructional design experience in a corporate setting, experience developing interactive training programs such as case studies, role plays and creating learner assessments using instructional design principles, and demonstrated experience working with subject matter experts.

Functional Responsibility: Research, plan, and develop a variety of workforce job aid documentation including complex training programs that meet specific training needs for projects, products and or services. Partner with product manager/s and internal subject matter experts to analyze learning needs and create innovative, relevant and cost effective instructional design solutions that incorporate appropriate design theories and technologies. Track and analyze training programs by examining and surveying trainer and learner satisfaction levels, proficiency testing, and job performance. Identify opportunities and develop strategies for improving performance. Participate in and or implement Train-the-Trainer programs.

Minimum Education: Related Bachelor's Degree or equivalent desirable and 4 to 6 years experience.

Job Title: Project Manager

Minimum/General Experience: Four or more years work experience as a project manager leading large concurrent projects and formal training and/or certification in Project Management methodology and tools. PMI Certification preferred. Demonstrated excellent verbal, written, analytical and communication skills. Demonstrated strong knowledge and strong experience with the full suite of Microsoft Office, including Microsoft Project.

Functional Responsibility: The Project Manager establishing of project objectives and key metrics to meet project's business goals. Develops and manages RFQ/RFP processes leading to the procurement of third party products and services. Plans and executes cross-functional and integrated project plans across functional boundaries. Maintains project documentation and development of all deliverables within the project management scope (Charter, Risk, Communication Plan, Success Metrics, Lessons Learned, etc). Develops business cases for projects with significant impact to company goals. Provides resolution of project issues and management of escalations and jeopardy process. Assesses risks and development of risk mitigation plans associated with projects. Manages changes to project scope and provides status reports per communications plan at manager through vice-president levels. Provides training and mentoring other team members. The project manager Able to guide projects to successful completion while producing satisfied customers, maintaining profit margin and facilitating team growth. Able to provide staffing, budgeting, scheduling and quality reports as well as establish and achieve project goals through the efficient use and development of available resources, planning tools and opportunities. Directly accountable for the completion of the established project goals by insuring tasks and client deliverables are accomplished within the defined time frame and budget parameters.

Minimum Education: Bachelor's degree, or equivalent experience, at least 3 years of experience in the wireless / telecommunications industry.

Job Title: Cable Installer

Minimum/General Experience: 2 years experience in the telecom industry

Functional Responsibility: Works independently or as part of a crew performing various tasks such as pulling, terminating and testing cable, installing cable tray & various other types of cable support hardware. Proficient in the use of hand tools, including various punch tools, test equipment & hammer, drills & saws. Working knowledge of various types of cable & termination hardware as well as termination and testing procedures used on a day to day basis. Working knowledge of various cable plant configurations such as STAR, BUS & RING. Working knowledge of various cable plant configurations used to support such networks as ETHERNET, TOKEN-RING & FDDI. Working knowledge of EIA/TIA requirements such as distance limitations and pin configurations is a must. Able to read blueprints and cut-sheets and generate test reports and as-builds

Minimum Education: High school diploma/GED equivalency

Job Title: Lead Tower Technician

Minimum/General Experience: A minimum of 2 years of tower climbing experience. Certified to climb towers (Com Train, Safety Connection, Gravitec Systems, Miller Troll, etc.). Rescue training requirement Is met. Computer skills are a plus.

Functional Responsibility: Able to perform Site Audits and Line & Antenna swap outs as per client market specifications. Able to install RF connectors and cables, test and inspect performance of equipment and hardware. Perform maintenance on tower and equipment, and Adjust Antenna orientation and down tilt. Anritsu Site Master Sweep Test Certified and Andrews and/or Commscope Connector Certification are a plus.

Minimum Education: High school diploma/GED equivalency.

Job Title: Cell Site Auditor

Minimum/General Experience: 2+ years experience in auditing wireless cell site equipment. Computer skills are a plus.

Functional Responsibility: Able to perform Cell Site audits as per Project Manager Specification. Documents cell site existing status and create floor plan and cable tray layout. Photo documentation of Site for future reference. Routinely interfaces with Project Managers and other departments in completing work assignments.

Minimum Education: High school diploma/GED equivalency

Job Title: BTS Technician

Minimum/General Experience: Minimum 2+ years of Motorola equipment background preferred. Computer skills are a plus

Functional Responsibility: Able to install BTS equipment at client site as per client market specifications. All work to be performed in the 3rd shift. Able to perform installation of BTS equipment, installation of RF hard-line connectors and jumpers and installation of DC power connections and cables. Able to test and inspect performance of equipment and hardware. Must possess Anritsu Sweep Test Certification as well as Andrews and/or Commscope Connector Certification is a plus.

Minimum Education: High school diploma/GED equivalency

Job Title: Scheduler

Minimum/General Experience: 1+ years experience in scheduling events and/or phone operator. Computer skills are a plus.

Functional Responsibility: Able to schedule events as per Project Manager Specification. Documents cell site access and point of contact, schedule visits, and coordinate with field technicians to visit and work on sites. Routinely interfaces with Project Managers and other departments in completing work assignments.

Minimum Education: High school diploma/GED equivalency

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

Hootan Roosta
President & CEO
7630 Standish Place
Rockville, MD20855

Hootan.Roosta@telnet-inc.com

Phone 301-840-7110 Fax 301-840-0162

www.telnet-inc.com

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

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

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

BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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