

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

SPECIAL ITEM NUMBER 33411 – Purchasing of New Electronic Equipment
SPECIAL ITEM NUMBER 54151ECOM – Electronic Commerce and Subscription Services
SPECIAL ITEM NUMBER 54151S – Information Technology Professional Service
SPECIAL ITEM NUMBER OLM – Order Level Materials

FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION
FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS



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Contract Number: _____GS35F065AA_____

Period Covered by Contract: 11/14/17 - 11/12/22

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # PS-0026, dated 10/09/2020

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/>

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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.gsaadvantage.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:

**Building Intelligence Inc. dba Smart TSG
10 New King St. STE 101
White Plains, NY 10604-1208**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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:

T: (877) 353-3377

F: (877) 855-0758

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 071523923

Block 30: Type of Contractor – B

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - NO

Block 36: Contractor's Taxpayer Identification Number (TIN): 20-5606167

4a. CAGE Code: 6PWP5

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)
33411	30 Days
54151ECOM	<u>30</u> Days
54151S	30 Days

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

7. DISCOUNTS: 10% - 52.38%

- a. Prompt Payment: Cloud-Service (on Building Intelligence owned and/or operated servers)- 4% discount on any contract if the contract is paid annually and the buyer agrees a three-year commitment. Also 7% discount on any contract, if the contract is paid annually and the buyer agrees to a five-year commitment.
- b. Quantity none
- c. Dollar Volume: Cloud-Service (on Building Intelligence owned and/or operated servers)- If the purchasing group buys at more than 50 locations, we would offer a 2.5% discount. Also, if the purchasing group buys more than 100 locations, we would offer a 5% discount. Also, if the purchasing group buys at more than 200 locations, we would offer a 7.5% discount.
- d. Government Educational Institutions Same
- e. Other none

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

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 54151ECOM - Electronic Commerce and Subscription 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 2003)

- (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. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (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.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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 52.212-4)

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.gsaadvantage.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 OFFERED

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 receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of 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 33411.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes x

No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): <http://www.buildingintelligence.com/508-2>

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
ELECTRONIC COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER
54151ECOM)**

1) SCOPE

The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2) ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3) INFORMATION ASSURANCE

- a) The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b) The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum-security requirements assigned against a low-impact information system (per FIPS 200).
- c) The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4) DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5) INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6) ORDER

- a) Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic 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.

7) PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

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.

9) RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10) ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11) WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Warranty: BUILDING INTELLIGENCE INC. DBA SMART TSG WARRANTS THAT THE LICENSED SOFTWARE WILL PERFORM IN ACCORDANCE WITH ITS PUBLISHED SPECIFICATIONS AND USER MANUALS. BUILDING INTELLIGENCE INC. DBA SMART TSG WARRANTS THAT IF OPERATION SHOULD BE INTERRUPTED OR SOFTWARE DOES NOT PERFORM IN ACCORDANCE WITH ITS PUBLISHED SPECIFICATIONS AND USER MANUALS, BUILDING INTELLIGENCE INC. DBA SMART TSG WITHIN TWENTY-FOUR HOURS NOTICE, BUILDING INTELLIGENCE INC. WILL COMMENCE REPAIR, MODIFY OR REMEDIATE ANY FLAWS DEFECTS AND/OR FAILURES OF THE SOFTWARE. BUILDING INTELLIGENCE INC. DBA SMART TSG GUARANTEES 99% UPTIME OF THE SITE AND ITS COMPONENTS.

The software provided is guaranteed to operate properly according to specifications for a period of 3 years or we shall repair same to operate properly. In the event that this software requires any repair or service you must visit www.buildingintelligence.com and arrange for service to obtain a Repair Authorization Number and current shipping charges.

Restocking Fee Policy: There is no restocking fee

Return Policy: Due to the nature of the product there is no returns, however your software will be restored to proper operating condition at no charge to you. This limited-service contract applies only the product(s) specified herein. Such service, repair or adjustment of the software is assured the original purchaser only and related only to the components named on original service contract. This service contract applies only if the software has not been misused, cracked, tampered with, damaged, modified, or damaged as a result of accident, liquid, impact, or lack of proper care. This warranty does not extend to installation or adjustment at the user's location, and it does not include non-original manufacturer specification RAM, AC adapters, external hard drives, all batteries, any software programs, or sensitive information data on your system and other accessories.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12) MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13) TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

N/A

14) MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

- (a) Describe the electronic service plan and eligibility requirements.

See Attached pricing

- (b) Describe charges, if any, for additional usage guidelines.

See Attached pricing

(c) Describe corporate volume discounts and eligibility requirements, if any.

N/A

SIN Proposed	Manufacturer Name	Item Number	Item Description	Prices offered to GSA (including IFF)
54151ECOM	Building Intelligence	VMP-1000	Building Portal - The Core technology platform required for the Visitor Management Application	\$3,022.67
54151ECOM	Building Intelligence	VMP-2000	Visitor Management Software (Hosted) 50 users per building	\$3,778.34
54151ECOM	Building Intelligence	VMP-2100	Conference Room scheduling license - 5 Conference rooms must be in same building	\$982.37
54151ECOM	Building Intelligence	VMP-2050	Additional Visitor Management Users sold in blocks of 50	\$755.67
54151ECOM	Building Intelligence	VMP-2150	Additional Conference Rooms sold in blocks of 5	\$755.67
54151ECOM	Building Intelligence	VMP-2200	Package Sign in & Tracking license	\$982.37
54151ECOM	Building Intelligence	VMP-3000	Building Intelligence DL License Scanner Integration license (Software Only)	\$235.77
54151ECOM	Building Intelligence	VMP-3100	Building Intelligence Assure ID-PRO-NA-S	\$244.84
54151ECOM	Building Intelligence	VMP-3110	Building Intelligence ID-150-HW-S	\$108.82

54151ECOM	Building Intelligence	VMP-3120	Building Intelligence ID-1501-HW-S	\$174.31
54151ECOM	Building Intelligence	VMP-3200	Access Control Integration (Lenel, AMAG, SWH)	\$755.67
54151ECOM	Building Intelligence	VMP-3300	Building Intelligence Boca Printer Integration License	\$151.13
54151ECOM	Building Intelligence	SPF-1000	Building Portal - The core technology platform required for the Facility Management Application - Relational Database and Workflow Engine	\$3,022.67
54151ECOM	Building Intelligence	SPF-2000	Service Desk Software Per Building - Up to 50 number of users	\$1,133.50
54151ECOM	Building Intelligence	SPF-2100	Additional Users sold in blocks of 50	\$453.40
54151ECOM	Building Intelligence	SPF-3000	Electronic Logbook Unlimited Users in a single building	\$1,964.74
54151ECOM	Building Intelligence	SPF-4000	Conference Room Scheduling 5 conference rooms and users must be in same building	\$982.37
54151ECOM	Building Intelligence	VAM-1000	Building Portal - The core technology platform required for the Vehicle Access Management application—Includes relational database and workflow engine Per Building	\$3,022.67

54151ECOM	Building Intelligence	VAM-2000	Loading Dock Manager Software License For Scheduling deliveries and assigning to location or Tenant to Vendor and delivery. One Per Loading Dock Area for up to 5000 deliveries	\$6,045.34
54151ECOM	Building Intelligence	VAM-2100	Control Point license for checking in/out vehicles & drivers Per Control Point (Same point In/Out = 1) - Can be used with handheld devices, Tablet or Desktop hardware - all sold separately	\$11,335.01
54151ECOM	Building Intelligence	VAM-2200	Additional Deliveries license upcharge Per Block of 1000 Deliveries	\$491.18
54151ECOM	Building Intelligence	VAM-2101	Vehicle Entry Manager per Entry Point - (Manual or LPR Entry of Data) For documenting real time vehicle entry/exit and applying white/blacklist status - includes statistics data retrieval.	\$1,133.50
54151ECOM	Building Intelligence	VAM-2300	Vendor Scheduling for Tenants to schedule their vendors and deliveries	\$377.83
54151ECOM	Building Intelligence	VAM-3000	DL License Scanner Integration license (Software only) Per Workstation	\$235.77
54151ECOM	Building Intelligence	VAM-3200	Access Control Integration License fee (Lenel, AMAG, SWH)	\$755.67
54151ECOM	Building Intelligence	VAM- 3300	LPR Integration - ELSAG or Genetec Only - one per VAM-1000	\$1,284.63

54151ECOM	Building Intelligence	VAM-3400	Mobile Application License per Mobile device	\$245.59
54151ECOM	Building Intelligence	3-1100	Building Intelligence Driver's License Scanner Hardware	\$943.07

54151ECOM	AssureTec	3-1200	Building Intelligence AssureID-PRO-NA Driver's License Scanner—One run time license to read and authenticate all available information from documents supported by the AssureID Document Library in North America, including passports, driver licenses and identification cards. SDK is included. One-year Gold Level software service.	\$847.86
54151ECOM	AssureTec	3-1202	AssureTec AssureID Pro Renewal (Gold) — Additional 1 year Assure ID Gold Level support and quarterly updates during the 12-month period	\$318.29
54151ECOM	AssureTec	3-1203	AssureTec ID-150 Card Authentication Scanner Software	\$736.32
54151ECOM	AssureTec	3-1204	AssureTec ID-150 Hardware Additional 1-year hardware depot service	\$141.46
54151ECOM	AssureTec	3-1205	AssureTec ID-1501 Kiosk Authentication Scanner Hardware	\$1,473.55
54151ECOM	AssureTec	3-1206	AssureTec ID-1501 Hardware Service	\$226.70

33411	Building Intelligence	A-3-2300	BI Appliance Level 1 - Includes HP Server hardware (add hardware specs), SV3 Software and custom configuration options, Includes (Cost of Hardware X 1.2) + (80 hours config labor) + (installation)	\$14,105.79
33411	Building Intelligence	A-3-2310	BI Appliance Level 2 - Includes HP Server hardware (add hardware specs), SV3 Software and custom configuration options, and additional Integration software licensing as listed in BI catalog.	\$7,818.64
33411	Building Intelligence	H-3-3105	Building Intelligence Android Handheld Devices with Software Defined Radio (SDR) (Cellular Service Capable) <ul style="list-style-type: none"> • Includes Building Intelligence Software Engineer Mobile Vehicle Management Application Install • Includes Building Intelligence Software Engineer Testing of Mobile Application & Battery • Includes Building Intelligence Software Engineer Mobile Vehicle Application 	\$2,002.52

33411	Building Intelligence	H-3-3100	Building Intelligence Android Handheld Devices (WIFI Only) • Includes Building Intelligence Software Engineer Mobile Vehicle Management Application Install • Includes Building Intelligence Software Engineer Testing of Mobile Application & Battery • Includes Building Intelligence Software Engineer Mobile Vehicle Application	\$1,397.98
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33411	Building Intelligence	3-6200	Entry-level printer for visitor badges (Dymo LabelWriter 450 Turbo)	\$217.63
33411	Building Intelligence		High-end visitor badge printer (Boca Badge Printer)	\$1,088.16
54151S	Building Intelligence	PS-6000	Project Manager	\$137.00
54151S	Building Intelligence	PS-6100	Specifications (Architect)	\$203.65
54151S	Building Intelligence	PS-6200	Senior Software Engineers	\$174.03
54151S	Building Intelligence	PS-6220	Software Engineers	\$122.19
54151S	Building Intelligence	PS-6210	Interface Designer	\$92.57
54151S	Building Intelligence	PS-6215	QA Engineers /Trainers	\$62.95
54151S	Building Intelligence	PS-6300	Network - Workstation Engineer	\$129.60

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

PREAMBLE

Building Intelligence Inc. dba Smart TSG 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 ensure 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

Jeffrey C. Friedman President, jeff@buildingintelligence.com , P: (877) 353-3377, F: (877) 855-0758

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 an ordering activity requirement.

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

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

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

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

Here is a general outline on how it works:

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