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

Contract Number: **GS-35F-0661V**

Period Covered by Contract: August 24, 2019 – August 23, 2024

Price List Current through Mod# A812, effective 2-5-2020

General Services Administration
Federal Acquisition Service

www.pointbreezecommunications.com
CUSTOMER INFORMATION:

1. Awarded Special Item Number(s):

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>811212</td>
<td>Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced labor category description and hourly rate awarded under the contract is:

<table>
<thead>
<tr>
<th>Maintenance of Equipment</th>
<th>GSA Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>811212- Technician</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

1c. Not Applicable

2. Maximum Order: $500,000 per SINs

3. Minimum Order: $100.00

4. Geographic Scope of Coverage: The Geographic Scope of Coverage is Domestic Delivery. This is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. Quantity Discount: None

6. Prompt Payment Terms: 1%

7. Government Purchase Cards: Government Purchase Cards will be accepted however no additional discounts will apply under the contract.

8. Government Educational Institutional Discounts: The Government Educational Institutions are offered the same types of discounts and concessions under this contract as all other Government customers.

9. Foreign Items: No foreign items are awarded under this contract.

10. Normal Delivery Terms – As negotiated between Point Breeze Communications Inc and the Ordering Activity
11b. **Expedited Delivery Terms:** As Negotiated between Point Breeze Communications Inc and the Ordering Activity

11c. **Overnight/2-Day Delivery Terms:** As negotiated between Point Breeze Communications Inc and the Ordering Activity

11d. **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.

11. **FOB Point:** Origin

12. **Ordering Address:** Point Breeze Communications Inc  
   1417 State Rt 118  
   Sweet Valley, PA 18656

13. **Payment Address:** Point Breeze Communications Inc  
   1417 State Rt 118  
   Sweet Valley, PA 18656

14. **Warranty/Guarantee Provisions:** All services performed under this contract will be guaranteed to be completed in a satisfactory workmanlike manner as delineated with this Authorized FSS IT Schedule Pricelist.

15. **Export Packing Charges:** Export Packing is not offered under this contract.

16. **List of Participating Dealers:** Point Breeze Communications Inc does not authorize any participating dealers under this contract.

17. **Environmental Attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):** Not Applicable

18. **Section 508 Compliance:** Contact Point Breeze Communications Inc for Section 508 compliance information. The EIT standards can be found at: [http://www.section508.gov](http://www.section508.gov)

19. **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.

20. **Data Universal Numbering System (DUNS) Number:** 556884612
20a. Taxpayer Identification Number (TIN): 20-2935665
20b. Business Size: Small Business Concern
20c. CAGE Code: 57J60
20d. Point Breeze Communications Inc is currently registered within the System for Award Management (SAM) database.

21. 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.

22. 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.

23. Federal Information Technology Telecommunications 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.

24. 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.

25. 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.

26. 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.
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.

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).

27. 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)

28. 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](http://www.gsaadvantage.gov)

29. 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.

30. 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.

31. Overseas Activities: The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None, Upon request of the Contractor, the 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.

32. 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).

33. 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.

34. 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 be 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 or 132-9.

35. **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.

36. **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.
37. **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](http://www.core.gov).

38. **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)

<table>
<thead>
<tr>
<th>Maintenance of Equipment</th>
<th>SIN 811212</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance of Services</td>
<td>GSA Price w/IFF</td>
</tr>
<tr>
<td>MAINTECH</td>
<td></td>
</tr>
<tr>
<td>On-Site Technician</td>
<td>$81.61 (M-F non holiday)</td>
</tr>
<tr>
<td></td>
<td>$122.42 (Sat-Sun)</td>
</tr>
<tr>
<td></td>
<td>$145.09 (PBC recognized holiday)</td>
</tr>
<tr>
<td>MAINTECH</td>
<td></td>
</tr>
<tr>
<td>On-Site Engineer</td>
<td>$107.48 (M-F non holiday)</td>
</tr>
<tr>
<td></td>
<td>$161.22 (Sat-Sun)</td>
</tr>
<tr>
<td></td>
<td>$188.08 (PBC recognized holiday)</td>
</tr>
<tr>
<td>MAINTECH</td>
<td></td>
</tr>
<tr>
<td>On-Site Programmer</td>
<td>$108.57 (M-F non holiday)</td>
</tr>
<tr>
<td></td>
<td>$191.09 (Sat-Sun)</td>
</tr>
<tr>
<td></td>
<td>$217.15 (PBC recognized holiday)</td>
</tr>
</tbody>
</table>