

Information Technology Schedule Pricelist

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

Commodity Offered: Biometric identification products and services

Applicable Specialty Item Numbers and FSC Classes:

Special Item No. 132-8 - Purchase of Equipment

FSC Class 7010, System Configuration

FSC Class 7025, Input/Output and Storage Devices

FPDS N070, Installation, Deinstallation, Reinstallation of Equipment Offered

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

Special Item No. 132-12 - Maintenance, Repair Service and Repair Parts/Spare Parts

FPDS J070, Maintenance, repair services, repair parts/spare parts, third-party maintenance

Special Item No. 132-33 – Perpetual Software Licenses

FSC Class 7030, Information Technology Software

Special Item No. 132-34 – Maintenance of Software

Special Item No. 132-51 – Information Technology Professionals

FPDS Code D301, IT Facility Operation and Maintenance

FPDS Code D302, IT Systems Development Services

FPDS Code D306, IT Systems Analysis

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 D313, Automated Information Systems Design and Integration Services

FPDS Code D316, IT Network Management Services

FPDS Code D317, Creation/Retrieval of IT-Related Automated News Services, Data Services or Other Information 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.



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Contract Number: [GS-35F-0763J](#)

Period Covered by Contract: [September 24, 2004 - September 23, 2009](#)

GSA Services Administration, Federal Supply Service

Price List current through Modification # 40 dated, October 29, 2008

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

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I. 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

The following address should be used for orders and payments:

Orders

Cogent Systems, Inc.
11480 Commerce Park Dr, Suite 150
Reston, VA 20910
Phone: (703) 483-4600
Facsimile: (703) 476-9384

Payments

Cogent Systems, Inc.
639 North Rosemead Boulevard
Pasadena, CA 91107
Phone (626) 325-9600
Facsimile: (626) 325-9700

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 can be used by ordering activities to obtain technical and/or ordering assistance: **(703) 483-4600**

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: **79-025-4312**

Block 30: Type of Contractor – **C. Large Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **95-430-5768**

4a.CAGE Code: **1K8D7**

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>30 Days</u>
<u>132-33</u>	<u>30 Days</u>
<u>132-34</u>	<u>30 Days</u>
<u>132-51</u>	<u>As agreed to by Cogent Systems and 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: **0% - 30** days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: **Offered on specific products as stated in *Section VII, Product and Service Price List***
- c. Dollar Volume: **No discounts**
- d. Government Educational Institutions: **Offered the same discounts as all other Government customers**
- e. Other

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

Export packing is available. Prices will be quoted upon request.

10. Small Requirements

The minimum dollar value of orders to be issued is \$100.

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

- 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 132-34 – Maintenance of Software
 - 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/ 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.

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.

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- (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.

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

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:

<http://www.cogentsystems.com/legal.asp>

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)

II. 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

Equipment is not self-installable. The labor category rates for installation of equipment, de-installation, and re-installation are the rates as listed for SIN 132-51. If installation requires travel outside of a 50-mile radius from Contractor's plant, customer will also be charged travel and per diem at approved government rates.

- 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 established using the labor categories/rates contained in SIN 132-51, IT Professional Services.**
- 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.

Cogent products are sold with an exclusive warranty that represents and warrants that:

- (a) each piece of equipment sold will be free from defects in materials and workmanship under normal use for the applicable warranty period from the acceptance date;
- (b) if the piece of equipment includes software, the Licensed Software will substantially operate in accordance with the specifications set forth in the applicable Order Schedule for a period of thirty (30) days from the Acceptance Date.

Summary of notes and limitations:

1. **Duration of Warranty.** The length of the warranty period varies from product to product and is disclosed in the specification for each product. Warranties range from 30 days to 1 year, depending on the product.

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2. **Exclusive Remedies.** The customer must report any breach of warranty during the relevant warranty period. The customer's sole and exclusive remedies in the event of a breach, and Cogent's entire liability, will be:
- (a) Hardware: the correction of the error or defect that caused the breach of warranty or, if Cogent is unable to make the product operate as warranted, the replacement of the defective product; and
 - (b) Licensed Software: the correction of the error or defect that caused the breach of warranty or the provision of a reasonable workaround for the error that caused the breach of warranty. If Cogent is unable to make the licensed software operate as warranted, the Customer will be entitled to terminate the software license and recover the fees paid to Cogent for the license.
3. **Warranty Claim Process.** Before requesting warranty services, the Customer shall exercise commercially reasonable efforts to determine the cause of the problem using documentation, problem analysis procedures, and service request procedures provided by Cogent. If Customer requests warranty services and Cogent reasonably determines that there is no failure or that the services are outside the scope of the warranty, the Customer will be billed for applicable labor and travel.
4. **Limitations.** Cogent will have no liability or obligations if a breach of warranty is attributable in whole or in part to (i) abuse, misuse (including use of a System for purposes other than that for which it was not designed), alteration, relocation, neglect, accidental damage or unauthorized repair, modification or installation of a System, (ii) Customer's failure to continually provide and maintain a suitable installation and operation environment (including, without limitation, proper electrical power, air conditioning, and humidity control), or (iii) the use or attempted use of software, hardware, supplies or services other than that supplied and supported by Cogent. Replacement or repair of a system does not extend its warranty period beyond the original warranty expiration date.
- 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:
- Cogent Systems: 639 North Rosemead Boulevard, Pasadena, CA 91107
 - Cogent Systems: 11480 Commerce Park Drive Suite, 150, Reston, VA. 20191
 - Cogent Systems: 5450 Frantz Rd Suite 250 Dublin, OH. 43017
 - Cogent Systems: 715 Discovery Blvd. Suite 115 Cedar Park, TX 78613

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).

III. 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) (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 **100-mile** radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 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:
 - Cogent Systems: 639 North Rosemead Boulevard, Pasadena, CA 91107
 - Cogent Systems: 11480 Commerce Park Drive Suite, 150, Reston, VA. 20191
 - Cogent Systems: 5450 Frantz Rd Suite 250 Dublin, OH. 43017
 - Cogent Systems: 715 Discovery Blvd. Suite 115 Cedar Park, TX 78613

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:

No travel or transportation charges apply for regular maintenance within the specified service areas. If regular maintenance requires travel outside of the specified service areas, the government will be charged transportation and per diem in accordance with standard government rate schedules. The Government shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable.
- e. **QUANTITY DISCOUNTS**

Quantity discounts are provided for some listed maintenance service rates when an ordering activity has purchased multiple units of a product. Where available, the discounts are stated in *Section VII, Product and Service Price List*.

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 [the current GSA mileage rate](#) 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***

Location	Minimum Charge*	Regular Hours per Hour**	After Hours Per Hour**	Sundays and Holidays Per Hour
Contractor's Shop	\$63.89	\$63.89	\$95.84	\$127.78
Ordering Activity Location (within Established Service Areas)	\$61.34	\$61.34	\$92.01	\$122.68
Ordering Activity Location (Outside Established Service Areas)	\$61.34 plus per diem	\$61.34 plus per diem	\$92.01 plus per diem	\$122.68 plus per diem

* Minimum charges include one full hour on the job.

** Fractional hours, at the end of the job, will be prorated to the nearest quarter hour.

*** Rate is based on the current hourly rate (contractor site and customer site) for a Senior Systems Technician. (See Section VII, Product and Service Price List.)

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 **October 2008**, at a discount of **5%** 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 **three months**.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of **three months**.

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.**

IV. Terms and Conditions Applicable to Perpetual Software Licenses (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) for General Purpose Commercial Information Technology Software

1. Inspection and 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.
[See Section II.6.a for a description of Cogent's commercial warranty.](#)
- 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 – [\(866\) 500-2347](tel:8665002347) – for the purpose of providing user assistance and guidance in the implementation of the software. [The technical support number is available on a 24x7 basis.](#)

4. Software Maintenance

- a. Software maintenance service shall include the following:

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1. **Maintenance Releases.** Cogent provides “**Maintenance Releases**” during the time period that a licensed software program is under warranty or covered by an annual service agreement. A “maintenance release” is a subsequent version of a licensed software program that includes Error Corrections and/or Upgrades, which are defined as follows
 - “**Error Correction**” means a reproducible defect or combination of defects in the software that results in a failure of the software, when used in accordance with Cogent’s instructions (including, without limitation, the applicable documentation), to function substantially in accordance with the specifications. “**Reproducible defect**” means a defect that Cogent can reproduce using the most version of the software being used by the licensee. To correct errors, Cogent will provide a bug fix, patch, or other modification that, when applied to the software, corrects the error. Alternatively, it will identify a procedure or routine that, when followed during the regular operation of the software, eliminates the practical adverse effect of the error.
 - “**Upgrade**” means a revision of the Software released by Cogent which adds new and different functions to the Software or increases the capacity of the Software to process information. Cogent will provide upgrades of the Software while the software is covered by warranty or by an annual service agreement. An upgrade does not include the release of a new product or added features for which Cogent generally imposes a separate charge. If a question arises as to whether a product offering is an Upgrade or a new product or feature, Cogent’s opinion will prevail, provided that Cogent treats the product offering as a new product or feature for its end user customers generally.
 2. **Support Services.** Cogent provides a telephone support line through which licensees can report problems and obtain technical assistance. Support is provided from 8 to 5 p.m. Pacific Time, Monday through Friday. For some products, licensees can purchase a service upgrade for 24 x 7 x 7 support.
 3. **Support Service Limitations.** Cogent is not obligated to provide support services in the following situations:
 - the software has been changed, modified, or damaged (excluding modifications made by Cogent);
 - the support services are necessary due to: (a) failure of computer hardware, equipment, or software not supplied by Cogent; (b) the negligence of licensee or any third party; (c) a cause or causes beyond the reasonable control of Cogent; or (d) attempted maintenance by unauthorized persons;
 - the support services are necessary due to licensee’s use or improper use of the software, or merging or combining the Software with any hardware or software not authorized by Cogent to be so merged or combined;
 - the licensee has not installed and implemented, or allowed Cogent to install/implement maintenance releases provided by Cogent;
 - the product is not covered by warranty or by an annual maintenance agreement.
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31

U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. Periods of Maintenance (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if maintenance is to be continued during the subsequent period.

6. Conversion from Term License to Perpetual License

Not applicable.

7. Term License Cessation

Not applicable.

8. Utilization Limitations (132-33 and 132-34)

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

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- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist,

including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. Software Conversions (132-33)

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

10. Descriptions and Equipment Compatibility

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. Right-to-Copy Pricing

The Contractor shall insert the discounted pricing for right to copy licenses. **Not such discount offered.**

V. 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. Performance Incentives

- 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 Conflict 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

IT professional services are provided on a time an materials basis or fixed price basis. Prices are, in either case, assume the use of the labor categories listed in the table below and the hourly rates shown in our price schedule for SIN 132-51.

Labor Category	Qualifications and Responsibilities
Senior Officer	<p>Experience: Fifteen to twenty years experience applicable to systems analysis and design techniques for complex computer systems.</p> <p>Education: Advanced degree relating to area of expertise.</p> <p>Functional Description: Responsible for highest level Corporate Project Oversight and Quality Assurance in assessing feasibility, formulating system design, providing conversion and implementation support and Financial Analysis and Reporting.</p>
Principal Program Manager	<p>Experience: Fifteen years high-level program management and/or organizational management experience. Also meets or exceeds the requirements for Principal Subject Matter Expert.</p> <p>Education: Master's degree in related discipline preferred.</p> <p>Functional Description: Serves as Cogent Systems' authorized interface with the Government's Contracting Officer's Representative (COR), other Government management personnel, and customer agency representatives on highly complex programs. Responsible for the overall task performance and supervision of personnel assigned. Provides technical oversight, formulates and enforces work standards, communicates policies, purposes, and project goals to subordinates; organizes resources to support multiple concurrent projects, formulates and reviews project status, and determines and controls costs.</p>
Senior Associate I	<p>Experience: Seven to ten years of technical experience applicable to systems analysis and design techniques for complex computer systems.</p> <p>Education: Bachelor's degree in related discipline preferred.</p> <p>Functional Description: Provides technical assistance on tasks required to assess feasibility, formulate system design, and provide conversion and implementation support.</p>
Program Manager	<p>Experience: This position requires a minimum of 10 years experience. Experience to include information systems project management from inception to deployment with demonstrated ability to provide guidance and direction. Proven expertise in the management and control of funds and resources, and demonstrated capability in managing complex information systems.</p> <p>Education: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline.</p> <p>Functional Description: The Program Manager serves as Cogent Systems' authorized interface with the Government's Contracting Officer's Representative (COR), other Government management personnel, and customer agency representatives. Responsible for the overall task performance and supervision of personnel assigned. Provides technical oversight, formulates and enforces work standards, communicates policies, purposes, and project goals to subordinates; organizes resources to support multiple concurrent projects, formulates and reviews project status, and determines and controls costs.</p>

Labor Category	Qualifications and Responsibilities
<p>Project Manager</p>	<p>Experience: Eight (8) years in supervision of substantial IT projects. Five (5) years of this experience must have been in supervising large IT services contracts, including people of various job categories and skills and must have occurred in the last ten (10) years.</p> <p>Education: Master's degree in related discipline preferred.</p> <p>Functional Description: Maintains the project schedule and ensures that deliverables are completed in timely manner. Oversees project cost control and cost projections. Knowledgeable in the use of the project management tools used for activity assignment, resource planning, and cost control. Ensures the invoicing process provides the proper information and distribution on the invoices. Ensures smooth coordination consistent with the contract and task order procedures for the key personnel approval, consent to subcontract as well as consent to purchase travel, tools and other direct costs. Ensures problem resolution and customer satisfaction for individual task orders.</p>
<p>Operations Manager</p>	<p>Experience: Five years experience managing the operations of a data center or comparable facility.</p> <p>Education: Associates Degree or Bachelor's degree preferred. If no academic degree held, minimum experience required is 8 years.</p> <p>Functional Description: Responsible for operations and maintenance support of less complex systems after the system has been accepted. Responsible for coordinating operations and maintenance support activities with customer personnel and with the cognizant Cogent program manager. Supervises staff responsible for performing operations and maintenance tasks or personally performs tasks. Provides technical oversight, formulates and enforces work standards, communicates policies, purposes, and project goals to any assigned subordinates; organizes resources to support multiple concurrent tasks, manages budget for operations and maintenance activities, and prepares required internal and external status reports and system performance reports.</p>
<p>Principal Subject Matter Expert</p>	<p>Experience: Ten years experience in applied research and or system development in a defined area such as fingerprint identification, biometric security systems, neural networks, imaging technology, massively parallel processing, etc.</p> <p>Education: Advanced degree relating to his/her area of expertise.</p> <p>Functional Description: Serves as technical expert on highly complex information technology projects, produces and/or reviews substantive or complex technical documentation reflecting detailed subject matter knowledge.</p>
<p>Senior Scientist/Engineer</p>	<p>Experience: Two (2) years in supervision of substantial IT projects. One (1) years of this experience must have been in supervising large IT services contracts, including people of various job categories and skills and must have occurred in the last five (5) years.</p> <p>Education: Master's degree in related discipline preferred.</p> <p>Functional Description: Performs high-level systems analysis, evaluation, design, integration, documentation, and implementation of very complex application, which require a</p>

Labor Category	Qualifications and Responsibilities
	<p>thorough knowledge of administrative and technical skills. Directs and participates in all phases of system development with emphasis on planning, analysis, evaluation, integration, testing and acceptance phases (IV&V and DT&E). Applies higher level business or technical principles and methods to very difficult technical problems to arrive at automated engineering solution. Designs and prepares technical reports and related documentation, and makes charts and graphs to record results. Prepare and deliver presentations and briefings as required by the Task Order. May be required to serve as Task Leader. Responsible for ensuring the quality and services delivered for particular task(s) for which this skill is performing the Task Leader position.</p>
<p>Principal Software Engineer</p>	<p>Experience: Twelve years experience in software engineering, and a demonstrated capability in managing complex software development, testing, and implementation efforts. Proven expertise in information systems development, functional and data requirements analysis, systems analysis and design, programming, program design, and technical documentation.</p> <p>Education: Advanced degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline.</p> <p>Functional Description: Responsible for designing software tools and subsystems to support and manage software systems implementation. Manages software development and support on highly complex efforts using formal specifications, data flow diagrams, other accepted design techniques, and Computer Aided Software Engineering (CASE) tools. Estimate software development costs and schedules. Reviews existing program and engineer improvements and refinements that that improves the performance and reliability of software systems. Establishes and manages software configurations.</p>
<p>Senior Software Engineer</p>	<p>Experience: This position requires ten years of experience managing and performing software engineering activities. This position required at least two year of recent experience working with programming languages in the designing and implementation of large scale information systems using modern relational database management systems.</p> <p>Education: A bachelor's degree or higher in Computer Science, Information Systems, Engineering, Business, or other related discipline.</p> <p>Functional Description: Responsible for designing software tools and subsystems to support and manage software systems implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques, and Computer Aided Software Engineering (CASE) tools. Estimate software development costs and schedules. Reviews existing program and engineer improvements and refinements that that improves the performance and reliability of software systems. Establishes and manages software configurations.</p>
<p>Software Engineer</p>	<p>Experience: This position requires five years of experience working with modern software languages for the design and implementation of automated systems. This position required at</p>

Labor Category	Qualifications and Responsibilities
	<p>least one year of recent software programming experience.</p> <p>Education: bachelor's degree or higher in Computer Science, Information Systems, Engineering, Business, or other related discipline.</p> <p>Functional Description: Responsible for designing software tools and subsystems to support software implementations. Interprets software requirements and design specifications to code. Integrates and tests software components.</p>
<p>Senior Systems Engineer</p>	<p>Experience: This position requires a minimum of 10 years experience in systems or software engineering, and demonstrated capability in managing complex information systems development, testing, and implementation. Proven expertise in information systems development, functional and data requirements analysis, systems analysis and design, programming, program design, and technical documentation..</p> <p>Education: A bachelor's degree or higher in Computer Science, Information Systems, Engineering, Business, or other related discipline.</p> <p>Functional Description: Plans and directs the design, installation, implementation, and modification of operating system and application system software. Plans operating system and application software enhancements and upgrades and approves systems design recommendations. Applies analytical and computational techniques and methodologies for problem solving. Performs enterprise-wide strategic systems planning, and business area analysis and planning. Serves as technical expert in areas relevant to a particular project, produces and/or reviews substantive or complex technical documentation reflecting detailed subject matter knowledge. Provides technical guidance and oversight in software engineering techniques and the use of automated support tools. Applies, as appropriate, business process improvement practices and methodologies, activity and data modeling, transaction flow analysis, internal control and risk analysis, and performance measurement techniques.</p>
<p>Systems Engineer</p>	<p>Experience: This position requires a minimum of 5 years experience in systems or software engineering, and demonstrated capability in performing complex information systems development, testing, and implementation. Specialized experience must include information systems development, functional and data requirements analysis, systems analysis and design, programming, and technical and systems documentation preparation.</p> <p>Education: A bachelor's degree or higher in Computer Science, Information Systems, Engineering, Business, or other related discipline.</p> <p>Functional Description: Provides design, programming, documentation, and installation, and fielding of operating system and application software. Designs and develop software code, maintains development folders, and prepares and executes software test plans and procedures. The Systems Engineer uses software tools for developing and maintaining code and develops and maintains technical documentation as an integral part of programming activities. Responsible for identifying and applying new and emerging technologies to support enterprise automation and business requirements.</p>

Labor Category	Qualifications and Responsibilities
<p>Technical Writer</p>	<p>Experience: Two years experience planning, coordinating, and developing documentation for all aspects of the systems engineering life-cycle.</p> <p>Education: Bachelor's degree in related field or equivalent.</p> <p>Functional Description: Under the direction of a senior technical writer or program manager, writes assigned sections of complex documents or writes simple documents based on approved outlines. Coordinates the preparation of documents that require the support of multiple staff members (e.g., writers, editors, graphic artists, technical experts).</p>
<p>Senior Quality Assurance Technician</p>	<p>Experience: Five years of experience working in position requiring the development or application of quality metrics in as they relate to information technology projects. Demonstrated ability to develop and follow procedures for evaluating hardware, software, and associated documentation.</p> <p>Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline.</p> <p>Functional Description: Develops and applies quality metrics and determines the quality control resources required for a given project. Develops quality control procedures based on internal quality assurance standards and external standards/specifications applicable to a given project. Conducts and or participates in quality control tests performed at defined stages of the development of an information technology product, including tests performed prior to delivery</p>
<p>Information Services Consultant</p>	<p>Experience: Eight years in supervision of substantial IT projects. Five years of this experience must have been in supervising large IT services contracts, including people of various job categories and skills and must have occurred in the last ten years.</p> <p>Education: Master's degree in related discipline preferred.</p> <p>Functional Description: Top level technical expert supporting unlimited end user groups. Works with user groups to solve business problems with available technology including advise, hardware, software databases, and peripherals. Has high level of diverse technical experience related to studying and analyzing systems needs, systems development and systems process analysis, design and re-engineering. Has skills and experience related to business management, systems engineering, operations research, and management engineering. Typically has specialization in particular software or business application utilized in an end user environment. Knowledgeable in technological developments and applications.</p>
<p>Quality Assurance Technician</p>	<p>Experience: Two years of experience working in position requiring the application of quality metrics in as they relate to information technology projects. Demonstrated ability to follow established procedures for evaluating hardware, software, and associated documentation.</p> <p>Education: Associates degree in Computer Science, Information Systems, Engineering,</p>

Labor Category	Qualifications and Responsibilities
	<p>Business, or other relevant discipline.</p> <p>Functional Description: Follows established quality control procedures to monitor/test the quality of information technology products at defined stages of development and prior to delivery.</p>
<p>Senior Systems Technician</p>	<p>Experience: Requires ten years of experience in analysis and installation of computer-based systems, analysis and installation of local and wide area networks, and network cabling and cable interconnection fabrication. This position required at least two years of recent experience installing or configuring specialized hardware or software.</p> <p>Education: bachelor's degree or higher in Computer Science, Information Systems, Engineering, Business, or other related discipline or and Associates degree and certification through a technical school relevant certification program.</p> <p>Functional Description: Responsible for installing and maintaining computer systems and networks and performing modifications and repairs to computer systems. Assists in computer systems and network hardware and software upgrades. Analyzes and prepares new hardware requirements and prepares specifications for hardware acquisition. Develops hardware installation schedules. Configures computers, communications devices, and peripheral equipment. Trains site personnel in the proper use and care of hardware and may demonstrate the operation of installed equipment.</p>
<p>Lead Technician</p>	<p>Experience: Eight years in supervision of substantial IT projects. Five years of this experience must have been in supervising large IT services contracts, including people of various job categories and skills and must have occurred in the last ten years.</p> <p>Education: Bachelor's degree in related discipline preferred.</p> <p>Functional Description: Monitors and responds to complex technical control facility hardware and software problems utilizing a variety of hardware and software testing tools and techniques. Provides primary interface with vendor support service groups or provides internal analysis and support to ensure proper escalation during outages or periods of degraded system performance. May provide LAN server support. Requires extensive knowledge of PC/LAN hardware/software in a multi-protocol environment, and network management software. May function as lead job providing guidance and training for less experienced technicians.</p>
<p>Systems Technician</p>	<p>Experience: Four years of experience in analysis and installation of computer-based systems, analysis and installation of local and wide area networks, and network cabling and cable interconnection fabrication. This position required at least one year of recent experience installing or configuring specialized hardware or software.</p> <p>Education: bachelor's degree or higher in Computer Science, Information Systems, Engineering, Business, or other related discipline or certification through a technical school</p>

Labor Category	Qualifications and Responsibilities
	<p>relevant certification program.</p> <p>Functional Description: Responsible for installing and maintaining computer systems and networks and performing modifications and repairs to computer systems. Assists in computer systems and network hardware and software upgrades. Analyzes and prepares new hardware requirements and prepares specifications for hardware acquisition. Develops hardware installation schedules. Configures computers, communications devices, and peripheral equipment. Trains site personnel in the proper use and care of hardware and may demonstrate the operation of installed equipment.</p>

17. EQUIVALENCY

Cogent, Inc. reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein:

1. One (1) year experience is the equivalent of (1) year of education.
2. One (1) year of education is the equivalent of one (1) year of experience.
3. Certification related to the technology is equivalent to two (2) years of the experience/education requirement.

VI. Descriptive Information Relating to Equipment and Software Offered

All products offered under this contract are based on Cogent, Inc.'s proprietary technology for biometric identification.

Cogent is a 17-year-old company which, since its formation, has engaged in the development of products for biometric identification and in the design, implementation, and support of integrated identification systems based on our products. Our products for automated fingerprint and palm print identification have been available commercially for more than a decade and are used by law enforcement agencies throughout the world. Within the U.S., systems for criminal fingerprint/palm print identification based on our products are used by law enforcement agencies at the municipal, county, and state level. Some of the largest law enforcement systems based on our products in the U.S. are: the Los Angeles County Sheriffs Department (which operates a regional automated fingerprint/palm print identification system that serves police departments in 88 incorporated communities in the county), the Ohio Bureau of Criminal Identification and Investigation, the Connecticut Department of Public Safety, and the Maryland Department of Public Safety and Correction Services. Outside of the U.S., our law enforcement customer base includes national police agencies in North America (the Royal Canadian Mounted Police), South America, Europe, Africa, and Asia. Our products are also being used extensively for civil identification applications such as immigration control (by the U.S. Department of Homeland Security, for example), voter identification, the issuance of secure identity documents, and the prevention of fraud in benefit programs.

A key attribute of our products is that all are designed with interoperability in mind. Consequently, our products comply with all key industry standards applied to biometric identification products (ISO and ANSI/NIST) and, where applicable, are certified for compliance with U.S. FBI Image Quality Specifications.

VII. Products and Services Pricelist

1. SIN 132-8, Purchase of Equipment

Part Number	Item	Description	Quantity	Price
FSC Class 7010 System Configuration				
Central System Components				
COGPMA-Elite II	PMA Matcher	Cogent Programmable Matching Accelerator @ 2M matches/second	1	\$1,200,000.00
COGPMAE-EUPG	PMA Elite Upgrade	PMA Elite series upgrade to the next sequential version in the Elite product line. All replaced components become the property of Cogent.	1	\$497,778.00
COGPMA_CAB	PMA Matcher Cabinet	PMA Matcher cabinet supporting up to three (3) Cogent PMAs	1	\$3,221.86
COGFB_CAB	Feedback Matcher Cabinet	Feedback Matcher cabinet supporting up to fifteen (15) Cogent Feedback Matchers	1	\$4,469.71
COGFB_PRC	Feedback Matcher Processor	Feedback Matcher Processor. Minimum PIII, 933MHz, 256MB RAM, 18.2GB HDD and Cogent Feedback Matcher Software	1	\$8,338.94
COGMTC-IBM	Matcher Controller	Cogent Fingerprint Matcher Controller Server with dual CPUs, 2GB RAM, 300 GB Storage	1	\$93,765.22
Client Workstations/Desktop Systems				
COGAID-WS	CAFIS Multi-Purpose Workstation	Multi-purpose identification workstation for a distributed automated fingerprint identification system. Price includes desktop computer with flat-panel display, operating system software, Cogent CAFIS client, software license, and FBI-certified flatbed scanner.	1	\$21,000.02
CS-WC	WebCheck Kit	A kit consisting of self-installing Cogent software and off-the-shelf peripheral devices. The kit allows authorized users to interact with a web-based service that guides the user through the process of capturing flat fingerprint records with a single fingerprint scanner and entering data off a credit card or drivers license, then submitting the records to an external automated fingerprint identification for processing.	1-5	\$2,796.75
			6-50	\$2,669.63
			51-100	\$2,584.88
			101-1000	\$2,500.13
			1000+	\$2,373.00

CS-NWC	National Webcheck Workstation	A workstation, including all software and peripheral devices, that allows authorized users to interact with a web-based service that guides the user through the process of capturing fingerprint records and submitting the records to an external automated fingerprint identification workstation for processing. The workstation is equipped with a flat tenprint scanner and a magnetic swipe reader used to enter data off a credit card or driver's license.	1	\$6,029.21
LS-500U-C-00	Livescan Booking Station (Fingerprint/ Palm Print)	Cogent FBI-Certified Livescan scanner @500 dpi. Cogent finger and palm capture processing software including: 14-NIST Fingerprint image Capture, WSQ compression module SW, Duplicate and Sequence Check SW, FBI Certified Card Printing SW, Fingerprint Quality Check SW, SMTP NIST interface, Configurable Data Descriptor Entry SW, Multiple transaction profile configuration, Desktop P4 80 GB IDE hard disk, 1GB RAM, 10/100 NIC, 19" 1280x1024 resolution color monitor (energy star compliant), MS-Windows Operating System, Ruggedized Cabinet, UPS for 20 power backup, Modem for remote support, Keyboard with trackball, Installation and training, Standard 1 Year Warranty (8x5 support).	1	\$27,500.00
LS-500U-D-00	Desktop Booking Livescan (Fingerprint/Palm Print)	Cogent FBI-Certified Livescan scanner @ 500 dpi. Cogent finger and palm capture processing software including: 14-NIST Fingerprint image Capture, WSQ compression module SW, Duplicate and Sequence Check SW, FBI Certified Card Printing SW, Fingerprint Quality Check SW, SMTP NIST interface, Configurable Data Descriptor Entry SW, Multiple transaction profile configuration, Desktop P4 80 GB IDE hard disk, 512-RAM, 10/100 NIC, MS-Windows Operating System, Modem for remote support, Installation and training, Standard 1 Year Warranty (8x5 support)	1	\$23,316.12
LS-CS50-D-00	Desktop Booking Livescan (Fingerprint)	Cogent FBI-Certified Livescan scanner @ 500 dpi. Cogent finger capture processing software including: 14-NIST Fingerprint image Capture, WSQ	1	\$10,030.00

		compression module SW, Duplicate and Sequence Check SW, FBI Certified Card Printing SW, Fingerprint Quality Check SW, SMTP NIST interface, Configurable Data Descriptor Entry SW, Multiple transaction profile configuration, Desktop P4 80 GB IDE hard disk, 512 RAM, 10/100 NIC, MS-Windows Operating System, Modem for remote support, Installation and training, Standard 1 Year Warranty (8x5 support).		
LS-CS50-D-03	Desktop Booking Livescan (Fingerprint) with Peer Provider Service Contract	Cogent FBI-Certified Livescan scanner @ 500 dpi. (part number LS-CS50-D000) when purchased with a contract for peer provider services (part numbers LS-PEER-SU and LS-PEER-00 through 05 under SIN 132-51) under which Cogent will transmit fingerprint search requests from the purchased livescan unit to any government agency for which Cogent is an authorized peer provider.	1	\$9,550.00
Notebook/Handheld Systems				
LS-500U-P-00	Portable Booking Livescan (Fingerprint/Palm Print)	Cogent FBI-Certified Livescan scanner @ 500 dpi. Cogent finger and palm capture processing software including: 14-NIST Fingerprint image Capture, WSQ compression module SW, Duplicate and Sequence Check SW, FBI Certified Card Printing SW, Fingerprint Quality Check SW, SMTP NIST interface, Configurable Data Descriptor Entry SW, Multiple transaction profile configuration, P4 Notebook 80 GB IDE hard disk, 512 RAM, 10/100 NIC, MS-Windows Operating System, Modem for remote support, Installation and training, Standard 1 Year Warranty (8x5 support)	1	\$24,163.98
LS-CS50-P-00	Portable Booking Livescan (Fingerprint)	Cogent FBI-Certified Livescan scanner @ 500 dpi. Cogent finger capture processing software including: 14-NIST Fingerprint image Capture, WSQ compression module SW, Duplicate and Sequence Check SW, FBI Certified Card Printing SW, Fingerprint Quality Check SW, SMTP NIST interface, Configurable Data Descriptor Entry SW, Multiple transaction profile configuration, P4 Notebook 80 GB IDE hard disk, 512 RAM, 10/100 NIC, MS-Windows Operating System, Modem for remote support, Installation and training,	1	\$10,455.00

		Standard 1 Year Warranty (8x5 support).		
LS-CS50-P-03	Portable Booking Livescan (Fingerprint) with Peer Provider Service Contract	Cogent FBI-Certified Livescan scanner @ 500 dpi. (part number LS-CS50-P-00) when purchased with a contract for peer provider services (part numbers LS-PEER-SU and LS-PEER-00 through 05 under SIN 132-51) under which Cogent will transmit fingerprint search requests from the purchased livescan unit to any government agency for which Cogent is an authorized peer provider.	1	\$9,550.00
AO-CASE	Roller Case for Portable Livescan	Hard plaster roller case with sturdy casters and well-protected compartments to protect portable livescan equipment.	1	\$318.75
CS-BC-01	BlueCheck Mobile with Silicon Sensor	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software for a personal computer (MS Windows XP) or PDA (MS Pocket PC 2003, Windows Mobile 2005). <ul style="list-style-type: none"> o Resolution: 500 ppi o Power: Battery Li-Ion 3.7V 900 mAh o Dimension (4.45" x 1.69" x0.87") o Weight: approximately 3 ounces o I/O Interface: Bluetooth, USB 2.0 	1 to 50	\$1,385.16
			51 to 100	\$1,343.16
CS-BC-02	Blue Check Mobile with Optical Sensor	Handheld device for the capture and transmission of single flat fingerprint images. Each unit is sold with one license for Cogent's Mobile ID client software for a personal computer (MS Windows XP) or PDA (MS Pocket PC 2003, Windows Mobile 2005). <ul style="list-style-type: none"> o Resolution: 500 ppi o Power: Battery Li-Ion 3.7V 900 mAh o Dimension (4.45" x 1.69" x0.87") o Weight: approximately 3 ounces o I/O Interface: Bluetooth, USB 2.0 	1 to 50	\$1,721.16
			51 to 100	\$1,679.16
FSC Class 7025 Input/Output and Storage Devices				
COGEFT-SCAUTO	Fingerprint/Palm Print Card Scanner	FBI certified Flatbed Scanner (appendix F) with automatic feed for scanning @ 500 or 1000 ppi	1	\$1,339.62
COGEFT-HSAUTO	FBI Certified High-Speed Scanner	FBI certified Improvisation Series 500 (appendix F) card scan with automatic feed for scanning with throughput rate of 1,000 tenprint cards per hour.	1	\$208,390.04

CLS-SP-ZTL462HSB	Livescan Signature Pad USB	Add optional USB signature pad for livescan (not sold separately)	1	\$327.67
CLS-SP-ZTL462B	Livescan Signature Pad Serial	Add optional serial signature pad for livescan (not sold separately)	1	\$309.72
AO-DTFP	Foot pedal	Add optional foot pedal to a livescan (not sold separately)	1	\$169.15
AO-BARCODE	Barcode Scanner	Add optional barcode scanner to a livescan (not sold separately)	1	\$498.10
AO-LSTS	Touch Screen	Add optional touchscreen to a livescan (not sold separately)	1	\$2,295.00
AO-4510N	FBI Certified Printer	Xerox Phaser 4500 series laser printer with Cogent fingerprinting algorithm (Appendix F)	1	\$1,674.50

2. SIN 132-12, Maintenance, Repair Service and Repair Parts/Spare Parts

Part Number	Item	Description	Quantity	Price
Central Computer System/System Components				
COGPMA-Elite II-MT	PMA Matcher Maintenance	Programmable Matching Accelerator Annual Maintenance	1	\$112,941.00
COGFBM-CAB-SM	Feedback Matcher System Maintenance	Hardware and Software maintenance on Feedback Matcher Processor	1	\$109.72
COGFBM-PRC-SM	Feedback Matcher System Maintenance	Hardware and Software maintenance on Feedback Matcher Processor	1	\$521.68
COGMTC-IBM-SM	Matcher Controller Annual System Maintenance	Hardware maintenance for Cogent Fingerprint matcher Controller to include remedial maintenance and failed component parts replacement.	1	\$14,064.48
Client Workstations/Desktop Systems				
COGAID-WS-SM	CAFIS Multi-Purpose Workstation Maintenance	CAFIS Multi-Purpose Workstation to include remedial maintenance and failed component parts replacement.	1	\$3,150.00
CS-WC-1MT	WebCheck System Annual Maintenance	Hardware and software maintenance of Cogent WebCheck System	1-5	\$447.48
			6-50	\$427.14
			51-100	\$413.58
			101-1000	\$400.02
			1000+	\$381.38
CS-NWC1-MT	National WebCheck Workstation annual maintenance	Hardware and software maintenance of Cogent National WebCheck System	1	\$722.94
LS-500U-C-00-MT	Livescan Booking Station Maintenance	Cogent Systems FBI-certified livescan booking station annual maintenance	1	\$4,256.25
CLS-24x7	Livescan warranty upgrade (12 mo)	Cogent Systems FBI-certified livescan booking station annual maintenance upgrade to 24 x 7 support	1	\$4,239.39
LS-500U-D-00-MT	Desktop Booking Livescan Maintenance	Desktop Booking Livescan Maintenance	1	\$3,379.47
LS-C50-D-00-MT	Desktop Booking Livescan Maintenance	Desktop Booking Livescan Maintenance	1	\$1,504.50
LS-C50-D-03-MT	Desktop Booking Livescan Maintenance	Desktop Booking Livescan Maintenance	1	\$1,504.50
Notebook/Handheld Systems				
LS-500U-P-00-MT	Portable Booking Livescan Maintenance	Portable Booking Livescan annual maintenance	1	\$3,503.15
LS-CS50-P-00-	Portable Livescan	Portable Livescan (Fingerprint) Annual	1	\$1,568.25

MT	Maintenance	Maintenance		
LS-CS50-P-03-MT	Portable Livescan Maintenance	Portable Livescan (Fingerprint) Annual Maintenance	1	\$1,568.25
CS-BC-01-M1	BlueCheck Mobile Identification Device Year 1 Maintenance	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-BC-01. Must be purchased when product is purchased.	1 to 50	\$159.29
			51 to 100	\$154.46
CS-BC-01-M2	BlueCheck Mobile Identification Device Year 2 Maintenance	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-BC-01.	1 to 50	\$180.07
			51 to 100	\$174.61
CS-BC-01-M3	BlueCheck Mobile Identification Device Year 3 Maintenance	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-BC-01.	1 to 50	\$193.92
			51 to 100	\$188.04
CS-BC-01-M4	BlueCheck Mobile Identification Device Year 4+ Maintenance	Extended warranty support services (available 8 hours/day, five days/week) for fourth year or beyond after end of the initial warranty period for CS-BC-01.	1 to 50	\$207.77
			51 to 100	\$201.47
CS-BC-02-M1	BlueCheck Mobile Identification Device Year 1 Maintenance	Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period for CS-BC-02. Must be purchased when product is purchased.	1 to 50	\$197.93
			51 to 100	\$193.10
CS-BC-02-M2	BlueCheck Mobile Identification Device Year 2 Maintenance	Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period for CS-BC-02.	1 to 50	\$223.75
			51 to 100	\$218.29
CS-BC-02-M3	BlueCheck Mobile Identification Device Year 3 Maintenance	Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period for CS-BC-02.	1 to 50	\$240.96
			51 to 100	\$235.08
CS-BC-02-M4	BlueCheck Mobile Identification Device Year 4+ Maintenance	Extended warranty support services (available 8 hours/day, five days/week) for fourth year or beyond after end of the initial warranty period for CS-BC-02.	1 to 50	\$258.17
			51 to 100	\$251.87
Input/Output and Storage Devices				
COGSC-AUTO-HM	Fingerprint/Palm Print Card Scanner Maintenance	Hardware maintenance for Cogent Card Scan flatbed scanner to include remedial maintenance and failed component parts replacement.	1	\$135.66
COGEFT-HSAUTO-MT	FBI Certified High-Speed Scanner Maintenance	Hardware maintenance for High-Speed Scanner to include remedial maintenance and failed component parts replacement.	1	\$31,258.75
AO-DTFP-MT	Foot Pedal Maintenance	Foot Pedal Annual Maintenance	1	\$25.37

AO-BARCODE-MT	Barcode Scanner Maintenance	Barcode Scanner Annual Maintenance	1	\$74.72
AO-LSTS-MT	Touch Screen Maintenance	Touch Screen Annual Maintenance	1	\$344.25
AO-4510N-MT	FBI-Certified Printer Maintenance	Annual Maintenance for FBI-Certified Printer	1	\$251.18

3. SIN 132-33, Perpetual Software Licenses

Part Number	Item	Description	Quantity	Price
Server Software				
COGFBM_ENG	Feedback Matching Software	Cogent Feedback Matching Software	1	\$5,043.26
COGEFTS_TMS	EFTS Transaction Management Software	Cogent Electronic Fingerprint Transmission Standard (EFTS) Transaction Management and Workflow control software.	1	\$21,670.28
COGIPS_ENG	Image Processing Server Engine Software	Cogent Fingerprint Extraction and Quality Evaluation engine software.	1	\$4,149.52
COGLVID-WEB	Live ID Web Server	Cogent Live ID Web Server	1	\$67,828.72
COGTPID-WEB	TenPrint ID Web Server	Cogent Tenprint ID Web Server	1	\$83,788.41
CS-MID-01	Cogent Mobile ID Server Software	Regional server software for mobile identification devices.	1 to 50 users	\$15,000.00
			51 to 100 users	\$25,000.00
			101 to 200 users	\$35,000.00
COGAUTO-ENG	Auto Correct Sequence Check Software	Sequence Check Software with Auto Check	1	\$3,718.75
Client/Desktop Software				
COGEFTS_TSC	EFTS Scan Client	Transaction Management and Workflow control software Scanning application supporting 14-block fingerprint image capture and photo image capture. Supports interfaces to Cogent's FBI certified High-speed scanner, and flat-bed scanners.	1	\$8,919.48
COGTPS-CLNT	Fingerprint Card Scanning Client Software	Cogent Fingerprint Card Scanning application software supporting 14-block fingerprint image capture and photo image capture. Supports interfaces to Cogent FBI-certified High-speed scanner, and flatbed scanners.	1	\$12,089.47
COGAFIS-STLN	CAFIS Prime Software	Cogent CAFIS Prime standalone AFIS software for tenprint, palm print and latent processing	1	\$33,515.37
COGFAS-WIN	Fingerprint Authentication Software	Fingerprint Authentication Software (1:1 match)	1-99	\$323.18
			100-499	\$275.30
			500-1500	\$226.43
			Site	\$390,123.84
COGFQC-WIN	Fingerprint Extraction &	Fingerprint Feature Extraction and	1-99	\$878.78

Part Number	Item	Description	Quantity	Price
	QC Software	Quality Evaluation Software-	100-499	\$747.11
			500-1500	\$615.45
			Site	\$1,061,627.12
COGWSQ-WIN	WSQ Compression Software	FBI Certified WSQ Fingerprint Compression and Decompression SW	1	\$173.56
			100-499	\$147.63
			500-1500	\$121.69
			Site	\$204,783.87
COGAFIS_ENG	Fingerprint Matching Software	Cogent fingerprint matching engine software	1	\$9,850.13
COGENT-TSA	Standalone Card Scan/Submission System	Cogent Electronic Fingerprint Transmission Standard (EFTS) Scanning application supporting 14-block fingerprint image capture and photo image capture. Electronic Fingerprint Transmission Standard (EFTS) Transaction Management.	1	\$11,406.20

4. SIN 132-34, Maintenance of Software

Part Number	Item	Description	Quantity	Price
Server Software				
COGFBM_ENG_SM	Feedback Matching Software Annual System Maintenance	Software maintenance for Feedback Matching software to include updates to software libraries and documentation.	1	\$178.55
COGEFT-TMS-SM	EFTS Transaction Management Software Annual System Maintenance	Software maintenance for EFTS Transaction Manager software to include updates to software libraries and documentation.	1	\$1,536.12
CS-MID-01-01	Year 1 Maintenance for Mobile ID Server Software	Year 1 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for one year after end of the initial warranty period. Must be purchased when product is purchased.	1 to 50	\$1,449.00
			51 to 100	\$2,415.00
			51 to 100	\$3,381.00
CS-MID-01-02	Year 2 Maintenance for Mobile ID Server Software	Year 2 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for second year after end of the initial warranty period.	1 to 50	\$1,638.00
			51 to 100	\$2,730.00
			51 to 100	\$3,822.00
CS-MID-01-03	Year 1 Maintenance for Mobile ID Server Software	Year 3 Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for third year after end of the initial warranty period.	1 to 50	\$1,764.00
			51 to 100	\$2,940.00
			51 to 100	\$4,118.00
CS-MID-01-04	Year 4+ Maintenance for Mobile ID Server Software	Year 4+ Maintenance. Extended warranty support services (available 8 hours/day, five days/week) for fourth year after end of the initial warranty period.	1 to 50	\$1,890.00
			51 to 100	\$3,150.00
			51 to 100	\$4,410.00
COGAUTO-ENG-MT	Auto Correct Sequence Check Software Maintenance	Software Maintenance for Auto Correct Sequence Check Software to include updates to software libraries and documentation.	1	\$556.75
Client/Desktop Software				
COGEFT-TSC-SM	EFTS Scan Client Annual System Maintenance	Software maintenance for EFTS Scanning Client software to include updates to software libraries and documentation.	1	\$614.45
COGFAS-WIN-SM	Fingerprint Authentication Software Annual System	Software maintenance for Fingerprint Authentication software to include updates to software library and	1-99	\$48.88
			100-499	\$41.89
			500-1500	\$33.91

Part Number	Item	Description	Quantity	Price
	Maintenance	documentation.	Site	\$59,066.84
COGFQC-WIN-SM	Fingerprint Extraction & QC Software Annual System Maintenance	Software maintenance for Fingerprint Extraction & Quality Evaluation software to include updates to software library and documentation.	1-99	\$61.84
			100-499	\$52.87
			500-1500	\$43.89
			Site	\$75,254.96
COGWSQ-WIN-SM	WSQ Compression Software Annual System Maintenance	Software maintenance for WSQ compression software to include updates to software library and documentation.	1-99	\$11.97
			100-499	\$9.97
			500-1500	\$8.98
			Site	\$14,516.34
COGENT-TSA-Sm	Standalone Card Scan/Submission System Annual System Maintenance	Software Maintenance for Cogent Electronic Fingerprint Transmission Standard (EFTS) Scanning application supporting 14-block fingerprint image capture and photo image capture.	1	\$807.96

5. SIN 132-51, Information Technology Professionals

FPSD Codes D301, D302, D306, D307, D308, D310, D313, D316, D399

Part Number	Labor Category*	Hourly Rate, Contractor Site	Hourly Rate, Client Site
COGSR-OFCR	Senior Officer	\$297.32	
COG-PPM	Principal Program Manager	\$120.48	
COGSR-ASSOC I	Senior Associate I	\$105.27	
COGPROG-MGR	Program Manager	\$97.08	\$93.20
COGPROJ-MGR	Project Manager	\$150.79	
COG-OPM	Operations Manager	\$62.63	
COG-PSME	Principal Subject Matter Expert	\$132.64	
COGSR-SC-ENG	Senior Scientist/Engineer	\$125.13	
PSWE	Principal Software Engineer	\$107.55	
COG-SR-SW-ENG	Senior Software Engineer	\$92.40	\$88.70
COG-SW-ENG	Software Engineer	\$73.73	\$70.78
COGSR-SYS-ENGR	Senior Systems Engineer	\$91.42	\$87.76
COG-SYS-ENG	Systems Engineer	\$66.65	\$64.15
COG-TECWTR	Technical Writer	\$42.89	
COG-SRQA-TECH	Senior Quality Assurance Technician	\$68.34	
COG-ISC	Information Services Consultant	\$180.42	
COG-QA-TECH	Quality Assurance Technician	\$57.37	
COG-SR-SYS-TECH	Senior Systems Technician	\$63.89	\$61.34
COG-LD-TECH	Lead Technician	\$103.84	
COG-SYS-TECH	Systems Technician	\$49.15	\$47.17

*Labor category descriptions can be found in Section V.16.

FPSD Code D317, Creation/Retrieval of IT-Related Automated News Services, Data Services or Other Information Services

Part Number	Item	Description	Quantity	Price
	Peer Provider Contracts	Receive biometric identification records created on any Cogent livescan, forward the records to any government agency for which Cogent is an authorized peer provider for processing, and return result to the originating livescan.		
LS-PEER-SU	Peer Provider Contract Setup	Setup Fee (one-time fee)	1	\$221.00
LS-PEER-01	Service Package 1	Service Package 1 (fee per transaction,	1	\$0.60

		unlimited transactions) (price per transaction)		
LS-PEER-02	Service Package 2	Service Package 2 (250 transmissions per month) (price per month)	1	\$59.50
LS-PEER-03	Service Package 3	Service Package 3 (500 transmissions per month) (price per month)	1	\$97.75
LS-PEER-04	Service Package 4	Service Package 4 (750 transmissions per month) (price per month)	1	\$136.00
LS-PEER-05	Service Package 5	Service Package 5 (1,000 transmissions per month) (price per month)	1	\$136.00
LS-PEER-00	Above Limit Fee	Fee per transaction when transmissions exceed monthly limit for Service Package 2, 3, 4, or 5	1	\$0.30

VIII. USA Commitment to Promote Small Business Participation in Procurement Programs

1. Preamble

Cogent, 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.

2. 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:

Deborah Dilly
Phone: (703) 483-4609
Email: ddilly@cogentsystems.com
Fax: (703) 476-9384

IX. Blanket Purchase Agreements (BPAs)

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity **Date**

Contractor **Date**

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.

X. 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 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 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.

XI. List of Service and Distribution Points

Current distribution points for products and services provided under this contract are:

- Cogent Systems: 639 North Rosemead Boulevard, Pasadena, CA 91107
- Cogent Systems: 11480 Commerce Park Drive Suite 150,, Reston, VA. 20191
- Cogent Systems: 5450 Frantz Rd Suite 250 Dublin, OH. 43017
- Cogent Systems: 715 Discovery Blvd. Suite 115 Cedar Park, TX 78613

XII. List of Participating Dealers

No participating dealers at this time.