The Continuant Maintenance Advantage Plan (MAP) is an innovative, affordable alternative to manufacturer’s maintenance plans. Providing direct, anytime access to certified technical experts, rapid hardware replacement, and industry-leading “time to restore” service level agreements, Continuant MAP helps you maximize the uptime and efficiency of your telecommunication infrastructure.

Special Item No. 811212 Equipment Maintenance

Note: 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.

SPECIAL ITEM NUMBER 811212- EQUIPMENT MAINTENANCE

- FSC/PSC Class J070 - Maintenance and Repair Service (Repair Parts/Spare Parts - See FSC Class for basic equipment)
- FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

Offered Services include:

- Maintenance
- Repair Service
- Repair Parts/Spare Parts
- Third Party Maintenance

Continuant Inc.
5050 20th St E, Fife WA 98424
206-575-9100
www.continuant.com

Contract Number: GS-35F-552AA

Period Covered by Contract: Sept. 13, 2018 to Sept. 12, 2023

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PO-0015 dated April 20, 2021.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
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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!™ online shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) 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.
- [X] The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:
________________________________________________________________________________________

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

Continuant Inc., 5050 20th St E, Fife WA 98424

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: 800-652-9920
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 Contract
   Block 16: Data Universal Numbering System (DUNS) Number: 602400785
   Block 30: Type of Contractor: C. Large Business
   Block 31: Woman-Owned Small Business - NO
   Block 37: Contractor's Taxpayer Identification Number (TIN): 91-1892879

4a. CAGE Code: 42CV1
4b. Contractor has registered and is current on sam.gov.

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:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>811212</td>
<td>30 Days</td>
</tr>
</tbody>
</table>

   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.

   Prices shown are NET Prices; Basic Discounts have been deducted. Commercial customers receive a volume discount from 0% to 40%. State and Local Customers receive a flat 35% discount. GSA customers receive a 42.75% Prompt pay discounts are not offered.

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

   All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.
9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

10. **Small Requirements:** The minimum dollar of orders to be issued is $50.00.

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**
   a. The Maximum Order for the following Special Item Numbers (SINs) is $500,000:
      Special Item Number 811212 - Equipment Maintenance

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**
    Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
   a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
   b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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

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

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

14. **CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)
(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

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

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

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

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

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

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

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

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

(j) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

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

1. Manufacturer;
2. Manufacturer’s Part Number; and
3. Product categories.

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

17. **PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. 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.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. **OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:
Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

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

Yes X
No _

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

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.
Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

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

(b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface 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)
1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 (**insert miles**) 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 negotiated at the Task Order level.

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:

5050 20th St E, Fife WA 98424

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.
   c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR
   a. 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.
b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

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 negotiated at the Task Order level.

None

e. QUANTITY DISCOUNTS

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

<table>
<thead>
<tr>
<th>Quantity Range</th>
<th>Discounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______ Units</td>
<td>________%</td>
</tr>
<tr>
<td>_______ Units</td>
<td>________%</td>
</tr>
<tr>
<td>_______ Units</td>
<td>________%</td>
</tr>
</tbody>
</table>

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) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(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

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>MINIMUM CHARGE*</th>
<th>REGULAR HOURS</th>
<th>AFTER HOURS</th>
<th>SUNDAYS AND HOLIDAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR'S SHOP</td>
<td>½ hour</td>
<td>$89.00</td>
<td>$133.50</td>
<td>$178.00</td>
</tr>
<tr>
<td>ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)</td>
<td>2 hour</td>
<td>$89.00</td>
<td>$133.50</td>
<td>$178.00</td>
</tr>
</tbody>
</table>
ORDERING ACTIVITY LOCATION
(OUTSIDE ESTABLISHED SERVICE AREAS)

| 2 hour | $89.00 | $133.50 | $178.00 |

*MINIMUM CHARGES INCLUDE ___ FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

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 ______________, at a discount of ______% 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 1 year.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 1 year or as warranted by the manufacturer.

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.
Prices are billed p/port, p/month. * Prices are billed p/unit, p/month. ** Prices are billed p/user, p/month.

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>GSA PRICE W/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAINT-AVAYA</td>
<td>$ 1.49</td>
</tr>
<tr>
<td>MAINT-PBX</td>
<td>$ 1.27</td>
</tr>
<tr>
<td>MAINT-PBX-AVAYA</td>
<td>$ 1.49</td>
</tr>
<tr>
<td>MAINT-PBX-NORTEL</td>
<td>$ 0.98</td>
</tr>
<tr>
<td>MAINT-SIEMENS</td>
<td>$ 1.27</td>
</tr>
<tr>
<td>MAINT-NORTEL</td>
<td>$ 0.98</td>
</tr>
<tr>
<td>MAINT-SMALL-SYSTEM *</td>
<td>$ 28.26</td>
</tr>
<tr>
<td>MAINT-KEY</td>
<td>$ 1.26</td>
</tr>
<tr>
<td>MAINT-KEY-VM</td>
<td>$ 5.19</td>
</tr>
<tr>
<td>MAINT-MAP-ESS-PBX</td>
<td>$ 0.70</td>
</tr>
<tr>
<td>MAINT-MAP-ESS-PBX-AVAYA</td>
<td>$ 0.82</td>
</tr>
<tr>
<td>MAINT-MAP-ESS-PBX-NORTEL</td>
<td>$ 0.59</td>
</tr>
<tr>
<td>MAINT-MAP-ESS-PBX-VM</td>
<td>$ 3.75</td>
</tr>
<tr>
<td>MAINT-MAP-ESS-PBX-VM-AVAYA</td>
<td>$ 5.19</td>
</tr>
<tr>
<td>MAINT-MAP-ESS-PBX-VM-NORTEL</td>
<td>$ 0.23</td>
</tr>
<tr>
<td>MAINT-MOD-MSG</td>
<td>$ 0.41</td>
</tr>
<tr>
<td>MAINT-MOD-MSG-E</td>
<td>$ 0.25</td>
</tr>
<tr>
<td>MAINT-PAGING</td>
<td>$ 0.55</td>
</tr>
<tr>
<td>INTENTIONALLY VACANT</td>
<td></td>
</tr>
<tr>
<td>MAINT-AVAYA-VM</td>
<td>$ 8.65</td>
</tr>
<tr>
<td>MAINT-NORTEL-VM</td>
<td>$ 6.26</td>
</tr>
<tr>
<td>MAINT-PBX-VM</td>
<td>$ 8.65</td>
</tr>
<tr>
<td>MAINT-SIEMENS-VM</td>
<td>$ 6.26</td>
</tr>
<tr>
<td>MAINT-VM</td>
<td>$ 6.26</td>
</tr>
<tr>
<td>MAINT-VMSYS **</td>
<td>$ 0.41</td>
</tr>
<tr>
<td>MAINT-ADJUNCT-NORTELSYM *</td>
<td>$ 72.10</td>
</tr>
<tr>
<td>MAINT-ADJUNCT-NORTELSYMEX *</td>
<td>$ 25.96</td>
</tr>
<tr>
<td>MAINT-ADJUNCT-SIEMENS *</td>
<td>$ 72.10</td>
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<tr>
<td>MAINT-CMS-LARGE *</td>
<td>$ 533.53</td>
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<tr>
<td>MAINT-CMS-SMALL *</td>
<td>$ 237.64</td>
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<tr>
<td>MAINT-SPECTRALINK *</td>
<td>$ 7.77</td>
</tr>
<tr>
<td>MAINT-TRANSTALK *</td>
<td>$ 9.83</td>
</tr>
<tr>
<td>MAINT-24/7 COVERAGE</td>
<td>$ 0.06</td>
</tr>
<tr>
<td>MAINT-CRITICALSPARES</td>
<td>$ 0.12</td>
</tr>
<tr>
<td>INTENTIONALLY VACANT</td>
<td></td>
</tr>
</tbody>
</table>
## CONTINUANT LABOR CATEGORIES

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>DESCRIPTION</th>
<th>MINIMUM EDUCATION</th>
<th>GSA PRICE W/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSULTANT</td>
<td>Consultant serves as the customer’s main point of contact during the pre-sales and design phases of the project. Consultant will coordinate with Design Engineer and Solutions Architect to have the solution designed so that pricing and solution strategy may be presented to the customer.</td>
<td>Bachelors</td>
<td>$127.50</td>
</tr>
<tr>
<td>SERVICE DELIVERY MANAGER</td>
<td>Service Delivery Manager is responsible for delivering and reporting on SLA’s and KPI’s specific to customer requirements. Deliver quarterly business reviews, identify key trends, and apply process improvement as required. Manages team performance, drives results, and protects company revenue as well as customer retention.</td>
<td>ITIL v4</td>
<td>$85.00</td>
</tr>
<tr>
<td>DEVELOPER</td>
<td>Developers work in systems software or applications development. The Developer routinely develops and test software to meet clients’ needs. Developers also develop upgrades for existing applications and monitor the quality and performance of applications through testing and maintenance. Additional duties include documentation of all work for future reference.</td>
<td>Bachelors</td>
<td>$104.00</td>
</tr>
<tr>
<td>PROJECT MANAGER</td>
<td>Project Manager is accountable for planning, procurement and execution of a project, in any undertaking that has a defined scope, defined start and a defined finish. Project managers are first point of contact for any issues or discrepancies arising from within the heads of various departments in an organization before the problem escalates to higher authorities, as project representative.</td>
<td>ITILv4</td>
<td>$102.00</td>
</tr>
<tr>
<td>PROGRAM MANAGER</td>
<td>Program Manager is accountable for daily operations for delivery of services throughout the life cycle of the program, which will include multiple projects. Program Managers will define controls, that is the processes, procedures, reporting and training to manage the program. Program Managers plan the overall program and monitor progress to</td>
<td>Bachelors</td>
<td>$142.00</td>
</tr>
</tbody>
</table>
make sure that milestones are being met across the various projects and programs. They also manage program budgets, create and take corrective actions from the risks and issues register, they coordinate the project interdependencies between the various projects and programs. They manage all resources within the program to cover all projects, they manage all stakeholders within the program and ensure successful deliverables are aligned across the projects for a successful program.

**TIER I TECHNICIAN**
Tier 1 Technician/Engineer serves as a technology generalist supporting deployment and service desk activities throughout project lifecycles. Tier 1 Technician/Engineer will assist in a variety of site and systems readiness efforts; including setups, configurations, installations, and tests of supported technologies and services. Tier 1 Technician/Engineer also acts as the Level 1 technical resource responsible for systems monitoring and incident management.

**TIER II ENGINEER**
Tier II Engineer serves as a professional-level technical resource supporting planning, deployment and remote service desk activities throughout project lifecycles. Tier II Engineer will assist in developing, reviewing, and executing implementation plans for supported technologies and services. Tier II Engineer acts as the Level 2 resource responsible for systems support, problem resolution, service requests, and escalations from Level 1 incident management team.

**TIER III ENGINEER**
Tier III Engineer serves as an expert-level technical resource supporting sales, design, deployment, maintenance, analysis, and managed service activities throughout project lifecycles. Tier III Engineer will ensure the development of sound designs, draft and orchestrate deployment plans, and validate that best-practices are applied to any and all implementation efforts. Tier III Engineer will oversee all technical aspects of projects and provide leadership, training and guidance to participating staff and client.

<table>
<thead>
<tr>
<th>Role</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TIER I TECHNICIAN</strong></td>
<td>Tier 1 Technician/Engineer serves as a technology generalist supporting deployment and service desk activities throughout project lifecycles. Tier 1 Technician/Engineer will assist in a variety of site and systems readiness efforts; including setups, configurations, installations, and tests of supported technologies and services. Tier 1 Technician/Engineer also acts as the Level 1 technical resource responsible for systems monitoring and incident management.</td>
<td>Associates $62.00</td>
</tr>
<tr>
<td><strong>TIER II ENGINEER</strong></td>
<td>Tier II Engineer serves as a professional-level technical resource supporting planning, deployment and remote service desk activities throughout project lifecycles. Tier II Engineer will assist in developing, reviewing, and executing implementation plans for supported technologies and services. Tier II Engineer acts as the Level 2 resource responsible for systems support, problem resolution, service requests, and escalations from Level 1 incident management team.</td>
<td>Associates $105.00</td>
</tr>
<tr>
<td><strong>TIER III ENGINEER</strong></td>
<td>Tier III Engineer serves as an expert-level technical resource supporting sales, design, deployment, maintenance, analysis, and managed service activities throughout project lifecycles. Tier III Engineer will ensure the development of sound designs, draft and orchestrate deployment plans, and validate that best-practices are applied to any and all implementation efforts. Tier III Engineer will oversee all technical aspects of projects and provide leadership, training and guidance to participating staff and client.</td>
<td>Associates $137.00</td>
</tr>
</tbody>
</table>
DESIGN ENGINEER-UC

Design Engineer – UC have excellent communication skills and are responsible for designing fully functional unified communication systems that meet customer technical requirements. They accomplish this by performing technical discovery with customer stakeholders and delivering documentation that supports the new solution. All UC Design Engineers are fluent with how complex solutions utilize telephony and IT industry standards while maintaining leading knowledge of Microsoft, Cisco, Poly, UCaaS and CCaaS technologies.

SOLUTION ARCHITECT

Solution Architects bring together the vision and business requirements of the client and ensure the technology design supports the overall vision. The architect will translate the customers business requirements into technology requirements and ensure they meet stated objectives and success criteria.

SENIOR PRINCIPAL ENGINEER

Senior Principal Engineer is an expert-level technical resource supporting sales, design, deployment, maintenance, analysis, and managed service activities throughout project lifecycles. Senior Principal Engineer will ensure the development of sound designs, draft and orchestrate deployment plans, and validate that best-practices are applied to any and all implementation efforts. Senior Principal Engineer is responsible for providing guidance and oversight to multiple teams working on numerous products or developing various forms of technologies. They are leaders who think strategically and have a long-range goal in mind.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

To 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 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 Jon Shelby, 1-800-652-9920, jons@continuant.com, 1-800-652-9960
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(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

<table>
<thead>
<tr>
<th>Ordering Activity</th>
<th>Date</th>
<th>Contractor</th>
<th>Date</th>
</tr>
</thead>
</table>

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:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>___________________________</td>
</tr>
<tr>
<td>_________________________</td>
<td>___________________________</td>
</tr>
<tr>
<td>_________________________</td>
<td>___________________________</td>
</tr>
</tbody>
</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________</td>
<td>___________________________</td>
</tr>
<tr>
<td>____________</td>
<td>___________________________</td>
</tr>
<tr>
<td>____________</td>
<td>___________________________</td>
</tr>
</tbody>
</table>

(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:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______</td>
<td>________________</td>
</tr>
<tr>
<td>_______</td>
<td>________________</td>
</tr>
</tbody>
</table>

(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.

*******************************************************************************

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BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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