



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor**  
0000027747  
DLT Solutions  
13861 Sunrise Valley Drive, Suite 400  
Herndon, VA 20171-4661  
  
Telephone No. (800) 262-4358

Price Agreement Number: 30-000-00-00021

Price Agreement Amendment No.: One

Term: October 15, 2012 - November 18, 2013

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public bodies  
allowed by law.

Procurement Specialist: India Garcia

Telephone No.: (505) 827-0483

**Invoice:**  
  
As Requested

Title: IT Technical Services - GSA

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 19, 2012 to November 18, 2013 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 11/16/2012

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

VIA



State of New Mexico  
General Services Department  
Statewide Price Agreement

**Awarded Vendor**

0000027747  
DLT Solutions  
13861 Sunrise Valley Drive, Suite 400  
Herndon, VA 20171-4661

Telephone No. 800-262-4358

Price Agreement Number: 30-000-00-00021

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

**Ship To:**

All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: India Garcia

Telephone No.: 505-827-0483

**Invoice:**

As Requested

Title: **IT Technical Services - GSA**

Term: **October 15, 2012 thru November 18, 2012**

**This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 10/1/12

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 30-000-00-00021

Establish a Statewide Price Agreement based on GSA Contract # GS-35F-4543G for General Purpose commercial Information Technologies Equipment, Software and Service.

This Statewide Price Agreement may be extended according to the GSA and mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price terms and conditions.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Qty	Unit	Article and Description	Unit Price
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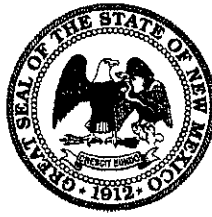
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\*\*\* 1 Item Total \*\*\*

**Susana Martinez**  
New Mexico Governor

**Ed Burckle**  
Cabinet Secretary

**Lawrence O. Maxwell**  
State Purchasing Agent



**STATE OF NEW MEXICO**  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION

Administrative Services Division  
(505) 827-2000

Building Services Division  
(505) 476-2425

Property Control Division  
(505) 827-2141

Purchasing Division  
(505) 827-0472

Risk Management Division  
(505) 827-2036

State Printing & Graphic Services Bureau  
(505) 476-1950

Transportation Services Division  
(505) 827-1958

**MEMORANDUM**

Date: September 25, 2012

Memo To: DLT Solutions, LLC

Memo From: Mr. Lawrence O. Maxwell, State Purchasing Agent

RE: GSA based price agreement for IT Technical Services under GSA GS-35G-4543G, General Purpose Commercial Information Technology Equipment, Software & Services

Please be advised the State Purchasing Agent is willing to establish a price agreement based upon your willingness to extend your GSA pricing, terms and conditions to the State of New Mexico subject to the following requirements:


1. In accordance with 13-1-129 (A)(1) NMSA 1978, all sales under the price agreement between DLT Solutions, Inc. and the State of New Mexico will be governed by the terms, conditions and pricing in DLT Solutions, Inc. Federal Supply Schedule contract GS-35F-4543G with the U.S. General Services Administration (GSA), ("Schedule 70 Contract"), as it may be amended or modified from time to time without further agreement by the State of New Mexico, and which will be and hereby is incorporated by reference into the price agreement. DLT Solutions, Inc. agrees to remit the fee of 0.75% Industrial Funding Fee to the State of New Mexico, State Purchasing Division, on a quarterly basis to offset contract administration costs.
2. Along with submitting the required fee, the vendor must also agree to supply the State of New Mexico, State Purchasing Division, with a quarterly usage report broken out, at a minimum, to the state agency and local public body level.

If you agree to the above conditions please sign at the space provided below and fax back to 505-827-2484. If you have any further concerns please contact India Garcia at 505-827-0483. By signing this document you are certifying that you have the authorization to bind your company.

Your immediate attention to this matter is greatly appreciated.

DLT Solutions LLC  
Company Name

9/25/12  
Date

  
\_\_\_\_\_  
Signature

Program Manager, Contracts  
Title

DELIVERY ADDRESS: Joseph Montoya Building Rm. 2016, 1100 St. Francis Drive, Santa Fe, New Mexico 87502

MAILING ADDRESS: P.O. Box 6850, Santa Fe, New Mexico 87502

**Authorized Federal Supply Service  
Authorized Information Technology Schedule Price List  
General Purpose Commercial Information Technology  
Equipment, Software and Services**

Special Item No. 132-03	Leasing of Product
Special Item No. 132-08	Purchase of Equipment
Special Item No. 132-12	Maintenance, Repair Service and Repair Parts/Spare Parts
Special Item No. 132-32	Term Software Licenses
Special Item No. 132-33	Perpetual Software Licenses
Special Item No. 132-34	Maintenance of Software
Special Item No. 132-50	Training Courses
Special Item No. 132-51	Information Technology Professional Services
Special Item No. 132-52	Electronic Commerce Services

**DLT SOLUTIONS**

**13861 Sunrise Valley Drive, Suite 400  
Herndon, VA 20171-4661  
800-262-4358  
[www.dlt.com](http://www.dlt.com)**

**Contract Number: GS-35F-4543G**

**Period Covered by Contract: April 2, 2008 through November 18, 2012**

**Pricelist current through modification # PO838 dated June 26, 2012  
Schedule 70 Refresh 30**

**General Services Administration  
Federal Supply Service**

**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/>**

**SIN 132-3 LEASING OF PRODUCT**

**SIN 132-8 - PURCHASE OF EQUIPMENT**

**FSC CLASS 7010 - SYSTEM CONFIGURATION**

1. End User Computer/Desktop
2. Professional Workstation
3. Server
4. Laptop/Portable/Notebook Computers
5. Large Scale Computers
6. Optical and Imaging Systems
7. Other System Configuration Equipment Not Elsewhere Classified

**FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES**

1. Printers
2. Displays
3. Graphics including Video Graphics, Light Pens, Digitizers, Scanners, Touch Screen
4. Network Equipment
5. Other Communication Equipment
6. Optical Recognition Input/Output Devices
7. Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
8. Other Input/Output and Storage Devices Not Elsewhere Classified

**FSC CLASS 7035 - ADP SUPPORT EQUIPMENT**

1. ADP Support Equipment

**FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES**

1. Microcomputer Control Devices
2. Telephone Answering and Voice Messaging Systems

**FSC CLASS 7050 - ADP COMPONENTS**

1. ADP Boards

**FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT**

1. Communications Equipment Cable

**FSC CLASS 6015 - FIBER OPTIC CABLES**

Fiber Optic Cables

**FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSSES**

Fiber Optic Cable Assemblies and Harnesses

**FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL**

Coaxial Cable

**FSC CLASS 5805 – TELEPHONE AND TELEGRAPH EQUIPMENT**

1. Telephone Equipment
2. Audio and Video Teleconferencing Equipment

**FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS**

Communications Security Equipment

**FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT**

Facsimile Equipment (FAX)

**FSC CLASS 5820 – RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE**

1. Two-way Radio Transmitters/Receivers/Antennas
2. Broadcast Band Radio Transmitters/Receivers/Antennas
3. Microwave Radio Equipment/Antennas and Waveguides
4. Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 – RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 – INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmission, including background music systems)  
 (Note: Pager Transmission Services are excluded from this solicitation.)

FSC CLASS 5841 – RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 – MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

Provide the following information, as applicable, for the products offered under SIN 132-8 PURCHASE OF EQUIPMENT

Special Physical, Visual, Speech, and Hearing Aid Equipment

Used Equipment

Installation for equipment offered under SIN 132-8  
 (FPDS Code N070)

Deinstallation for equipment offered under SIN 132-8  
 (FPDS Code N070)

Reinstallation for equipment offered under SIN 132-8  
 (FPDS Code N070)

Note: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 on 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 determination into orders, as applicable.

**SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service) (Repair Parts/Spare Parts - See FSC Class for basic equipment)**

Indicate if any of the following are offered

Maintenance

Repair Service

- \_\_\_ Repair Parts/Spare Parts
- \_\_\_ Third Party Maintenance

**SIN 132-32 - TERM SOFTWARE LICENSES**

**FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE**

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: 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>.

**SIN 132-33 - PERPETUAL SOFTWARE LICENSE**

**SC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE**

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: 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>.

**SIN 132-34 - MAINTENANCE OF SOFTWARE**

**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(FPDS Code U012)**

**SIN 132-51 – INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) 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 (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software And/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

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**INFORMATION FOR ORDERING OFFICES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICES TO AGENCIES:**

Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! On line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage! And the Federal Supply Service Home Page ([www.fss.gsa.gov](http://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 insist in including small, small disadvantaged, and woman-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.

Under Cooperative Purchasing authorized State and local government entities are eligible to place orders.

2. Contractor's Ordering Address and Payment Information:

DLT Solutions, Inc.  
13861 Sunrise Valley Drive, Suite 400,  
Herndon, VA 20171-4661

Contractors are required to accept the Government purchase card for payments equal to or less than the micropurchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micropurchase 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 agencies to obtain technical and/or ordering assistance:

1-800-262-4DLT

3. LIABILITY FOR INJURY OR DAMAGE

The contractor shall not be liable for any injury to Government personnel or damage to Government 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: 78-6468199  
Block 30: Type of Contractor \_  
    B. Other than Small Business  
Block 31: Woman-Owned Small Business –No.  
Block 34: RESERVED  
Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1599882

4a. CAGE Code: 0S0H9

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)
132-8	30
132-32	30
132-33	30
132-50, 132-51, 132-52	As agreed between Contractor and Government Agency

\*Expedited, overnight and 2<sup>nd</sup> day delivery can be arranged on a case by case basis for an additional fee. Customers should call for pricing and product availability.

b. URGENT REQUIREMENTS

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

- a. Prompt Payment: net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: none
- c. Dollar Volume: none
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government Customers.
- e. Other: none

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing:

outside the scope of contract.

10. Small Requirements: The minimum dollar value of orders to be issued is \$ 50 .

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

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 132-3 - Leasing of Product  
Special Item Number 132-8 - Purchase of Equipment  
Special Item Number 132-12 – Maintenance of Hardware  
Special Item Number 132-32 - Term Software Licenses  
Special Item Number 132-33 - Perpetual Software Licenses  
Special Item Number 132-34 – Maintenance of Software  
Special Item Number 132-51 - Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

c. The Maximum Order value for the following Special Item Numbers (SINs) is \$10,000

Special Item Number 132-12 – Repair Parts/Spare Parts ONLY

Note: Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts) or 132-34 Maintenance of Software.

## 12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulations (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:

Federal departments and agencies 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 offices, 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 Supply 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. SECURITY REQUIREMENTS:

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

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

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

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

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

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

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

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

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

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligations 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 o the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:

Any ordering office, 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 (1) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

The 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 category(ies).

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 INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

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 8.401(d).

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.

PRODUCT RETURNS:

Defective products - Defective products handled under warranty.

Returns due to errors:

DLT error - must be requested within 30 days from date of invoice. Pre-approval from DLT Customer Support required.

Gov't error - must be requested within 30 days from date of invoice. 15% re-stock fee applies. Customer responsible for shipping cost.

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:

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Upon request of the contractor, the Government may provide the contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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 requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

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

[www.dlt.com](http://www.dlt.com)

The EIT standard can be found at: [www.Section508.gov/](http://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 ©, 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 services already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract (31 U.S.C. 3324).

**TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY PRODUCTS  
(SPECIAL ITEM NUMBER 132-3)**

**LEASE TYPES**

The Government will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

**OPTION 1:**

**1. STATEMENT**

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the Ordering Office intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

**2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS**

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
  - (1) The base period of an order for any lease executed by the Government shall be for the duration of the fiscal year. All Government renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the Government exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the Government exercises its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Government to a renewal.
  - (2) All orders for leasing shall automatically terminate on September 30, unless the Ordering Office notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the Government's intent to renew. Such notice to renew shall not bind the Government. The Government has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the Government exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering office, or as specified in the initial order. No termination fees shall apply if the Government does not exercise an option.

- b. Crossing Fiscal Years Within Contract Period. Where an Ordering Office has specific authority to cross fiscal years with annual appropriations, the Ordering Office may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

**3. DISCONTINUANCE AND TERMINATION**

Notwithstanding any other provision relating to this SIN, the Ordering Office may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (1)

Termination for the Government's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

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## OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering office's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the Government's financial obligation including any potential charges for early end of the lease.

### 1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 132-3:

"The ordering office is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

### 2. STATEMENT OF GOVERNMENT INTENT:

- (a) The Government and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the Ordering Agency, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the Ordering Agency's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- (b) Each ordering office placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering office for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering office concerning the essential use of the products.

### 3. LEASE TERM:

- (a) The date on which the ordering office accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering office and the Contractor.
- (b) Any lease is executed by the Ordering Office on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.
- (c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the Government. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the Government exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering office, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering office shall provide the Contractor with written

notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

- (d) Where an ordering office's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering office may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

#### 4. LEASE TERMINATION:

- (a) The Ordering Agency must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the Government's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

- (i) The Government may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering office's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

- (ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the Government, the Government may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) **Termination for Convenience of the Government:** Leases entered into under this option may not be terminated except by the ordering office's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the Government*. The costs charged to the Government as the result of any Termination for Convenience of the Government must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

- (c) **Termination for Non-Appropriation:** The ordering office reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering office. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering office's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering office in an amount sufficient to continue to make the lease payments. If this occurs, the Government will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

- (d) **Termination Charges:** At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the Government on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Government received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

- (e) At the order level, the ordering office may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

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LEASE PROVISIONS COMMON TO  
ALL TYPES OF LEASE AGREEMENTS

1. ORDERING PROCEDURES:

(a) When an Ordering Office expresses an interest in leasing a product(s), the Ordering Office will provide the following information to the prospective Contractor:

- (i) Which product(s) is (are) required.
- (ii) The required delivery date.
- (iii) The proposed lease plan and term of the lease.
- (iv) Where the product will be located.
- (v) Description of the intended use of the product.
- (vi) Source and type of appropriations to be used.

(b) The Contractor will respond with:

- (i) Whether the Contractor can provide the required product.
- (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (iii) The monthly payment based on the rate.
- (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (v) A confirmation of the availability of the product on the required delivery date.
- (vi) Extent of warranty coverage, if any, of the leased products.
- (vii) The length of time the quote is valid.

(c) The Ordering Office may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the Ordering Office does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The Ordering Office's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

4. COMMENCEMENT OF LEASE:

The date on which the Ordering Office accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the Government to obtain installation and maintenance services from a qualified

source. The Government may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The Government may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the Government to ensure that maintenance is in effect for the Lease term for all products leased.

- b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS:

- a. Prior to the placement of an order under this Special Item Number, the Ordering Office and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

- b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: \_\_\_\_\_

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

- c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The Ordering Office and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.
- d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering office may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

- e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.  
In the event the Government desires, at any time, to acquire title to product leased hereunder, the Government may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

- a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for NonAppropriation, the Government will return the Product to the Contractor unless the Government by 30 days written notice elects either:
  - (i) to purchase the product for the residual value of the product, or
  - (ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

- b. Relocation - The Government may relocate products to another location within the Government with prior written notice. No other transfer, including sublease, is permitted. Government shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or it's assigns.

c. Returns:

- (i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the Government shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at Government's expense.
- (ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
- (iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
- (iv) With respect to software, the Government shall state in writing to the Contractor that it has:
  - (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
  - (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
  - (3) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

a. The Government may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

- (1) can be removed without causing material damage to the product;
- (2) do not reduce the value of the product; and
- (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the Government shall remove any additions which:

- (1) were not leased from the Contractor, and
- (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

Any additions that are not so removable will become the Contractor's property (lien free).

c. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

The Government is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one Government location to another Government location), unless the Contractor shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The Government shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The Government shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the Government shall have an encumbered license to

use the software for the Lease Term. The Government's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the Government will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The Government will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1, State and Local Taxes, the Government agrees to pay tax or provide evidence necessary to support an exemption from the tax.

**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

A written order, EDI (GSA Advantage! and FACNET), credit card, and orders placed under blanket purchase agreements (BPA) 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 BPA's, 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

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

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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 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 requisitioning 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, de-installation, and reinstallation services under SIN 132-8.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the Government 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 Government reserves the right to inspect or test any equipment that has been tendered for acceptance. The Government may require repair or replacement of nonconforming equipment at no increase in contract price. The Government must exercise its post acceptance 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.

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 Government for consequential damages resulting from any defect or deficiencies in accepted items.

d. inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows will be provided. If

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government 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 agency determines that Information Technology equipment will be replaced, the agency 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).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT OWNED  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY  
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED  
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT  
(SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

The monthly maintenance rates listed herein are applicable to all Government locations within a 30 mile radius of the contractor's service points. If an additional charge is to apply because of a greater distance from the contractor's service areas, the mileage rate or other distance factor shall be stated in paragraph 7.d and 8.d of this Special Item 132-12.

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 Government 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 Government 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 office's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering office 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 offices 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 office 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 Government 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 Government agency 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 Government.

(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 Government, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE GOVERNMENT

a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this contract, unless agreed to by the contractor.

c. Subject to security regulations, the Government 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 Government 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 Government.

b. REGULAR HOURS

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

c. AFTER HOURS

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

\$100 per hour

e. QUANTITY DISCOUNTS

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

No quantity discounts apply

12. INVOICES AND PAYMENTS

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.

**TERMS AND CONDITIONS APPLICABLE TO  
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32),  
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND  
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. PURCHASE TERMS

- a. Commercial Software License Agreement terms for GSA Schedule contract manufacturers are available at: [http://www.dlt.com/Manufacturer\\_Commercial\\_Software\\_License\\_Agreements](http://www.dlt.com/Manufacturer_Commercial_Software_License_Agreements)
- b. In the event of a conflict between the manufacturer's License/Maintenance agreements and the GSA Schedule and/or Federal Regulation, the Terms and Conditions of the GSA Schedule and/or the Federal Regulation shall prevail.
- c. ACCEPTANCE. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any equipment that has been tendered for acceptance. The Government may require repair or replacement of nonconforming equipment at no increase in contract price. The Government must exercise its post acceptance 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.
- d. GUARANTEE.
  1. 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.
  2. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
  3. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

2. UTILIZATION LIMITATIONS

The Government agrees to refrain from changing or removing any insignia or lettering from the software or documentation that is provided, or producing copies of manuals or disks, except one copy for backup purposes, as allowed by the manufacturer. The Government also agrees to comply with the following:

- a. Software acquisition is limited to Commercial Computer Software defined in FAR Part 2.101
- b. Use of the software and documentation shall be limited to the facility for which the software is acquired.
- c. FAR clauses 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007) and 52.227-19 COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (DEC 2007) are incorporated by reference as part of this pricelist.

3. TECHNICAL SERVICES

The contractor, without additional charge to the Government, shall provide a hot line technical support number 800-262-4DLT for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8a.m. to 6p.m..

4. 132-32 -- TERM SOFTWARE LICENCE

- a. Includes operating system software, application software, EDI translations and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software.

Software maintenance as a product includes publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQ (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132-34 Software Maintenance.

Software Maintenance as a product is billed at the time of purchase.

5. 132-33 -- PERPETUAL SOFTWARE LICENCE

- a. Includes operating system software, application software, EDI translations and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software.

Software maintenance as a product includes publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQ (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132-34 Software Maintenance as a Service.

Software Maintenance as a product is billed at the time of purchase.

6. 132-34 – SOFTWARE MAINTENANCE AS A SERVICE

- a. Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person to person communications regardless of the medium to used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C.3324.

7. INVOICES AND PAYMENT

Invoices for term software, perpetual software and software maintenance shall be submitted by the Contractor at the time of order.

Invoices for software as a service shall be submitted by the Contractor monthly or quarterly in arrears for the services provided. Charges for software as a service must be paid in arrears 31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF CLASSROOM  
TRAINING OF GENERAL PURPOSE AUTOMATIC DATA PROCESSING  
EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide classroom training normally available to commercial customers, which is necessary to permit Government users to make full, efficient use of general purpose commercial automatic data processing equipment (end user computers--normally microcomputers) and related computer software. Classroom training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the Government's location, as agreed to by the Contractor and the Government.

2. ORDER

A written order, EDI (GSA Advantage! and FACNET) and credit card orders shall be the basis for the purchase of classroom training in accordance with the terms of this contract. The written order shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

Written orders, EDI orders, credit card orders or, in the case of BPA's or BOA's, telephone orders are permissible.

3. TIME OF DELIVERY

The Contractor shall conduct classroom training on the date (time, day, month, and year) agreed to by the Contractor and the Government.

4. CANCELLATION AND RESCHEDULING

- a. The Government will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the Government to either cancel the order or reschedule the classroom training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the Government fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the Government will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Government to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The Government reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct classroom training on the date agreed to by the Contractor and the Government, the Contractor must notify the Government at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses, must comply with the Federal Travel Regulations or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

6. PURCHASE PRICE FOR CLASSROOM TRAINING

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government purchase price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for classroom training shall be submitted by the Contractor after Government completion of the training course. Charges for classroom training must be paid in arrears 31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF CLASSROOM TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND  
ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC 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/EC Services.

**9. INDEPENDENT CONTRACTOR**

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

**10. ORGANIZATIONAL CONFLICTS OF INTEREST**

- a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC 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/EC SERVICES AND PRICING

DLT Labor Category	DLT Labor Category Title	Year 1 Apr 2 2008 To Apr 1 2009	Year 2 Apr 2 2009 To Apr 1 2010	Year 3 Apr 2 2010 To Apr 1 2011	Year 4 Apr 2 2011 To Apr 1 2012
DLT001	Installation Engineer	\$ 168.00	\$ 176.06	\$ 184.52	\$ 193.37
DLT002	Systems Engineer	\$ 106.00	\$ 111.09	\$ 116.42	\$ 122.01
DLT003	Sr. Systems Engineer	\$ 121.00	\$ 126.81	\$ 132.89	\$ 139.27
DLT004	Application Developer	\$ 83.00	\$ 86.98	\$ 91.16	\$ 95.53
DLT005	Sr. Application Developer	\$ 89.00	\$ 93.27	\$ 97.75	\$ 102.44
DLT0027	Director/Engineer	\$ 275.00	\$ 288.20	\$ 302.03	\$ 316.53
DLT0028	Senior Project Manager/Engineer	\$ 230.00	\$ 241.04	\$ 252.61	\$ 264.74
DLT0029	Project Manager/Engineer	\$ 185.00	\$ 193.88	\$ 203.19	\$ 212.94
DLT0030	Senior Consultant/Engineer	\$ 174.00	\$ 182.35	\$ 191.10	\$ 200.28
DLT0031	Consulting/Engineer	\$ 155.00	\$ 162.44	\$ 170.24	\$ 178.41
DLT0032	Associate Software Consultant/Engineer	\$ 93.00	\$ 97.46	\$ 102.14	\$ 107.05

**DLT001**

**INSTALLATION ENGINEER**

*Minimum General Experience:*

One (1) or two (2) years of technical experience which applies to system software installation. (Windows NT, Novell, OS/2, UNIX, Internet, Apps).

*Functional Responsibility:*

Installation, configuration, and customization of hardware, operating systems, and application software.

*Minimum Education:*

Associate degree in technical discipline, manufacturer certification training or equivalent experience.

**DLT002**

**SYSTEMS ENGINEER**

*Minimum General Experience:*

Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Competence in all phases of systems analysis techniques, concepts and methods. Knowledge of available hardware, system software, structure and management practices.

*Functional Responsibility:*

Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

*Minimum Education:*

Bachelors Degree in Computer Science/Engineering, manufacturer certification training or equivalent experience.

**DLT003**

**SR. SYSTEMS ENGINEER**

*Minimum General Experience:*

Five (5) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Competence in all phases of systems analysis techniques, concepts and methods. Knowledge of available hardware, system software, structure and management practices.

*Functional Responsibility:*

Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

*Minimum Education:*

Bachelors Degree in Computer Science/Engineering, manufacturer certification training or equivalent experience.

**DLT004**

**APPLICATION DEVELOPER**

*Minimum General Experience:*

Two (2) to three (3) years of application planning, design, and layout. Competence in all phases of application design, installation and configuration. (Oracle, Sybase, Informix, Lotus Notes, Web Server).

*Functional Responsibility:*

Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies, design application structure, screens, views, forms, develop design documents.

*Minimum Education:*

Bachelors Degree in Computer Science/Engineering, manufacturer certification training or equivalent experience.

**DLT005**

**SR. APPLICATION DEVELOPER**

*Minimum General Experience:*

Three (3) to five (5) years of application planning, design, and layout. Competence in all phases of application design, installation and configuration. (Oracle, Sybase, Informix, Lotus Notes, Web Server).

*Functional Responsibility:*

Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies, design application structure, screens, views, forms, develop design documents.

*Minimum Education:*

Bachelors Degree in Computer Science/Engineering, manufacturer certification training or equivalent experience.

**DLT0027**

**DIRECTOR/ENGINEER**

*Minimum General Experience:*

This level should have, at a minimum, a comprehensive understanding of IT strategy development and implementation as well as a broad based knowledge of network topology design/architecture. The Director must possess extensive cognition of all aspects of the consulting business. The Director should have at least 15 years of experience in the sales and implementation of application solutions.

*Functional Responsibility:*

The Director is responsible for ensuring the engagements are professionally managed and all client deliverables meet the client's expectations. This level is responsible for providing the vision and direction for the group and evolving the consulting group organization to meet the strategic challenges. The Director serves as the primary interface for the executive management of major clients to develop the IT and business strategy and implementation plan.

*Minimum Education:*

B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

**DLT0028**

## **SENIOR PROJECT MANAGER/SYSTEM ARCHITECT**

### *Minimum General Experience:*

With seven (7) to ten (10) year experience, the Project Manager is responsible for ensuring that assigned engagements are professionally managed and all client deliverables meet the client's expectations. This level is responsible for directing engagements which impact a discrete section of the client business. The Project Manager serves as the primary interface for the client throughout the project. This level is responsible for identifying other client areas that may benefit from the solutions provided.

### *Functional Responsibility:*

Monitors project performance against engagement milestones; manages client expectations; coordinates resources and processes to achieve engagement workplan; recommends changes to the engagement staff over the life of the project; manages project budgets and prepares client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards.

### *Minimum Education:*

B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

## **DLT0029**

### **PROJECT MANAGER/ENGINEER**

#### *Minimum General Experience:*

With five (5) to seven (7) years experience, the Project Manager is responsible for ensuring that assigned engagements are professionally managed and all client deliverables meet the client's expectations. This level is responsible for directing engagements which impact a discrete section of the client business. The Project Manager serves as the primary interface for the client throughout the project. This level is responsible for identifying other client areas that may benefit from the solutions provided.

#### *Functional Responsibility:*

Monitors project performance against engagement milestones; manages client expectations; coordinates resources and processes to achieve engagement workplan; recommends changes to the engagement staff over the life of the project; manages project budgets and prepares client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards.

#### *Minimum Education:*

B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

## **DLT0030**

### **SR. CONSULTANT/ENGINEER**

#### *Minimum General Experience:*

Five (5) or more years of management consulting, systems integration or systems development. Should have a minimum, an in depth knowledge of program design on standard systems, as well as system analysis, business modeling and consulting methodologies. Familiar with a variety of technologies, particularly Database and Web.

#### *Functional Responsibility:*

Deploy technologies such as Oracle or Web systems for clients. Work includes application development, infrastructure planning, and system integration activities. Plans the activities and resource requirements of assigned phases of an engagement(s) which impact a segment of the client's business; focuses on the delivery of engagement results to the client; may require involvement in several engagements simultaneously and the coordination of other consultants involved in a specific project phase.

#### *Minimum Education:*

B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

## **DLT0031**

### **CONSULTANT/ENGINEER**

*Minimum General Experience:*

Four (4) to six (6) years engineering experience. Working in a client server environment, these positions require hands-on expertise in industry leading networking and/or operating system software (such as Oracle). In addition, candidates should be proficient in Windows applications development and have familiarity with GUI tool kits (Visual Basic, C++, Powerbuilder) and SQL.

*Functional Responsibility:*

A consultant should have, at a minimum, in depth knowledge of design, coding and debugging of programs on standard systems as well as the practical application of business system analysis. A consultant typically contributes to the functional and technical specifications for development of a discrete project deliverable of moderate complexity. A consultant is typically involved with several phases of the technical systems integration (coding, testing, documenting).

*Minimum Education:*

B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

**DLT0032**

**ASSOCIATE SOFTWARE ENGINEER**

*Minimum General Experience:*

Zero (0) to two (2) years of relevant experience.

*Functional Responsibility:*

The Associate Software Engineer typically works on client engagements in a supporting capacity (e.g. research, data collection, analysis, preparation of system documentation). This level is responsible for defined components or specific deliverables of an engagement. Interaction with the client organization is to gather or exchange information related to specific project assignments. Executes project assignments to support overall objectives of the engagement project plan; analyzes and resolves technical problems on standard systems or selected platforms. Completes all assigned engagement tasks within defined parameters; identifies roadblocks, problems or client issues which may impact the quality of the engagement product; ensures that all engagement documentation is kept in accordance with DLT guidelines. Plans the activities and resource requirement of own portion of an engagement; focuses on the delivery of short term results to the client; ensures that personal workflow is aligned with the engagement timetables. Performs assignments in support of the organization's overall revenue objectives, participates in the preparation of proposals and sales presentations; complies with requirements to project and maximize billable hours. May participate in the resolution of situational issues/problems with existing clients; cultivates the client peer relationships; seeks opportunities to identify possible add-ons new projects.

*Minimum Education:*

Completed or in a path to complete a BA or BS degree in Computer Science, Engineering, Math, Economics, or Business.

EC COMMERCE Services SIN 132-52 are included under the product/pricing listing for Akamai Technologies, Inc.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

**\*\*\*\*NOTE: If offering IT Professional Services with E-Commerce, use SIN 132-51 and include the Terms and Conditions applicable to the IT Professional Services offered.**

**1. SCOPE**

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

**2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE**

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

**3. INFORMATION ASSURANCE**

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

**4. DELIVERY SCHEDULE.**

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

**5. INTEROPERABILITY.**

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

**6. ORDER**

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

conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

## **7. PERFORMANCE OF ELECTRONIC SERVICES**

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

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## **9. RIGHTS IN DATA**

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

## **10. ACCEPTANCE TESTING**

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

## **11. WARRANTY**

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

The warranty shall commence upon the later of the following:

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

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

## **12. MANAGEMENT AND OPERATIONS PRICING**

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

## **13. TRAINING**

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

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**14. MONTHLY REPORTS**

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

**14. ELECTRONIC COMMERCE SERVICE PLAN**

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

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

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

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## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

### PREAMBLE

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

### COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Pete Rivers, 703-773-9215, [contracts@dlt.com](mailto:contracts@dlt.com).

**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

\_\_\_\_\_  
Ordering Activity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date



(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.