

**AUTHORIZED FEDERAL SUPPLY FOR  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES  
FSC Group 70**

Special Item No. 132-8 Purchase of Equipment  
Special item No. 132-12 Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts  
Special Item No. 132-51 Information Technology Professional Services

**Special Item No. 132-8 Purchase of Equipment**

FSC Class 7025 – Input/Output and Storage Devices – Network Equipment - Other Communications Equipment  
FSC Class 7035 - ADP Support Equipment - ADP Support Equipment  
FSC Class 5995 – Cable, Cord, and Wire Assemblies: Communications Equipment - Communications Equipment Cables FSC  
Class 6015 – Fiber Optic Cables – Fiber Optic Cables  
FSC Class 6020 – Fiber Optic Cable Assemblies and Harnesses - Fiber Optic Cable Assemblies and Harnesses  
FSC Class 6145 – Wire and Cable, Electrical - Coaxial Cables  
FSC Class 5805 – Telephone and Telegraph Equipment - Telephone Equipment – Audio and Video Teleconferencing  
Equipment  
FSC Class 5810 – Communications Security Equipment and Components– Communications Security Equipment  
FSC Class 5895 – Miscellaneous Communications Equipment - Miscellaneous Communications Equipment

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

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

(FPDS Code for Maintenance and Repair Service – J070; FSC Class for Repair Parts/Spare Parts – See FSC Class for basic  
equipment)

- Maintenance
- Repair Service

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of  
this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000,  
then the requirements of the Davis -Bacon Act apply.

**Special Item No. 132-51 Information Technology Professional Services**

FPDS Code D316 - IT Network Management Services

FPDS Code D399 - Other Information Technology Services, Not Elsewhere Classified

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

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

Walker Comm, Inc.  
2208 Sierra Meadows Dr., Suite B  
Rocklin, CA 95677-2120  
Phone: (916)-932-0167 / Fax: (916)-932-0170  
www.walkercomm.com

Contract Number: GS -35F-0093N  
Period Covered by Contract: November 05, 2002 through November 4, 2007  
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/>

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

**SPECIAL NOTICE TO AGENCIES : Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Programs. 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, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonable available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.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 assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase 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:**

The minimum acceptable geographic scope of contract is the 48 contiguous states and the District of Columbia.

**2. Contractor's Ordering Address and Payment Information:**

|                                 |                         |
|---------------------------------|-------------------------|
| <b>Ordering Address:</b>        | <b>Payment Address:</b> |
| Walker Comm Inc.                | Walker Comm Inc.        |
| 2208 Sierra Meadows Dr. Suite B | 521 Railroad Ave.       |
| Rocklin, CA 95677-2120          | Fairfield, CA 94533     |
| Phone: (916)-932-0167           | Phone: (707) 421-1300   |
| Fax: (916)-932-0170             | Fax: (707) 421-1359     |

**Contractor's Service Area**

All Government Locations within the scope of the contract.

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice. The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance; (916) 932-0167

**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: 01-567-3833  
Block 30: Type of Contractor: (B) Other Small Business  
Block 31: Woman-Owned Small Business: No  
Block 36: Contractor's Taxpayer Identifications Number (TIN): 68-0397652  
4a. CAGE Code: 08AN7  
4b. Contractor has registered with CCR

5. **FOB Destination:** 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

132-51

15-30 Days

As negotiated between  
Contractor and Ordering  
Agency

- 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 contract 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 and accelerated delivery time acceptable to the ordering agency, and 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: NONE – 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: Offered the same discounts as all other Government Customers

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:** Not Applicable

10. **Small Requirements:** The minimum dollar amount value of orders to be issued is \$100.00

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-3 - Leasing of Product

Special Item Number 132-4 - Daily / Short Term Rental

Special Item Number 132-8 - Purchase of Equipment

Special Item Number 132-32 - Term Software Licenses

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-51 - Information Technology (IT) Professional Services

Special Item Number 132-52 - Electronic Commerce (EC) Services

Special Item Number 132-53 - Wireless 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. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.**

(In accordance with FAR 8.404):

Note: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represent the best value and results in the lowest overall cost alternative (considering price, special features, administrative cost, etc.) to meet the Government's needs.

- a. Order placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonable available information about the supply or service offered under MAS contracts by using the "GSA Advantage! on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider—
  1. Special Features of the supply or service that are required in effective program performance and that is not provided by a comparable supply or service;
  2. Trade-in considerations;
  3. Probable life of the item selected as compared with that of a comparable item;
  4. Warranty considerations;
  5. Maintenance availability;
  6. Past performance; and
  7. Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, and before placing an order that exceeds the maximum order threshold, ordering offices shall—
  1. Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line Shopping service;
  2. Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
  3. After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

Note: For orders exceeding the maximum order threshold, the Contractor may:

1. Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders Placed over the maximum order in FAR 52.216-19 Order Limitations);
  2. Offer the lowest price available under the contract; or
  3. Decline the order (orders must be returned in accordance with FAR 52.216-19.
- d. Blanket purchase agreements (BPSs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

- e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

### **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

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):**

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:

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any cost are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

#### 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!

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

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

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

#### 17. PURCHASE OF 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.

#### 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

1. Time of delivery/installation quotations for individual orders;
2. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
3. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

#### 19. OVERSEAS ACTIVITIES

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

**None**

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)**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows "BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once that sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this schedule Pricelist, for customers to consider when using this purchasing tool.

## 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; Contractor's Reports of Sale and 552-238-76, Industrial Funding Fee, 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 \$2000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis -Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2000.00 then the requirements of the Davis -Bacon Act applies.

The requisitioning activity issuing the task order against this contract will 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:**

Walker Comm, Inc. is compliant with Section 508. For supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following web site:

**[www.walkercomm.com](http://www.walkercomm.com)**

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
(Special Item Number 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB Destination. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

- 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:

Note: The charges for installation services are listed in Special Item Number Section 132-51, Professional Services Government Facility labor price rate.

- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2000.00 then the requirements of the Davis-Bacon Act applies.

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

- c. **OPERATION 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 contracts 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. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

2208 Sierra Meadows Dr. Suite B  
Rocklin, CA 95677-2120

## 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**

- a. The maintenance and repair service rates listed herein are applicable to any Government location within a 75-mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the Government installation site, the repair services will be performed at the Contractor's plant(s) listed below:

2208 Sierra Meadows Dr., Suite B  
Rocklin, CA 95677-2120

**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 contact 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 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 services 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 a maintenance order, unless agreed to by the Contractor.
- b. 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:

According to the JTR

e. QUANTITY DISCOUNTS

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

|                   |               |
|-------------------|---------------|
| Quantity Range    | Discounts     |
| ____ 0 ____ Units | ____ 0 ____ % |

**9. REPAIR SERVICE RATE PROVISIONS**

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a Government agency on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the Government, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

- (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the Government location to the Contractor's plant, and return to the Government location, shall be borne by the Government.
- (b) The Government should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE GOVERNMENT LOCATION (Within Established Service Areas)

When equipment is repaired at the Government locations, and repair service rates are established for service areas or zones, the listed rates are applicable to any Government location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the Government office; such overhead is included in the repair service rates listed.

(3) AT THE GOVERNMENT LOCATION (Outside Established Service Areas)

- (a) The repair service rates for subparagraph (2) above apply, except that a travel charge of 36.5 cents per mile for repairmen will apply to the round-trip distance between the geographic limits

of the applicable service area and the Government location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the Government location or at the Contractor's shop.

- (b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable Government per diem rate for each night the repairman is required to remain overnight at the Government location), the Government shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the Government with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the Government to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the Government location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the Government requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the Government location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the Government requires that repair service be performed on Sundays and Holidays observed at the Government location, the Sundays and Holidays repair services rates herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the Government location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

| LOCATION  | MINIMUM<br>CHARGE | REGULAR<br>HOURS<br>PER HOUR** | AFTER<br>HOURS<br>PER HOUR** | SUNDAYS &<br>HOLIDAYS<br>PER HOUR |
|---|-------------------|--------------------------------|------------------------------|-----------------------------------|
| CONTRACTOR SHOP   | \$176.00          | \$88.00                        | \$104.00                     | \$114.00                          |
| GOVERNMENT LOCATION<br>(WITHIN ESTABLISHED<br>SERVICE AREAS)  | \$156.00          | \$78.00                        | \$98.00                      | \$108.00                          |
| GOVERNMENT LOCATION<br>(OUTSIDE ESTABLISHED<br>SERVICE AREAS) | N/A               | N/A                            | N/A                          | N/A                               |

\*\*MINIMUM CHARGES INCLUDES 2 FULL HOURS ON THE JOB.

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

## 10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist date 01/06/02, at a discount of 0% from such listed prices.

## 11. GUARANTEE/WARRANTY – REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

### a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of one (1) year.

### b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of one (1) year.

## 12. INVOICES AND PAYMENTS

### a. Maintenance Service

- (1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
- (2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

### b. Repair Service and Repair Parts/Spare Parts.

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each Government office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

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

**1. SCOPE**

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

**2. PERFORMANCE INCENTIVES**

- a. When using a performance-based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the Contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

**3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

a. When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

- (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
- (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provide in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time -and-materials orders.

- (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
- (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

- (i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as Sin 132-51. The limitation may only be used when at least three (3) small business that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.
- (ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro -purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible

(3) Evaluate Responses and Select the Contractor to Receive the Order.

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

b. The establishment of Federal Supply Schedules, ordering Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall--

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

- (i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for services arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
- (ii) **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

c. The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

d. When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractor's quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

#### **4. 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 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.

#### **5. PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and ordering office.

c. The agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

#### **6. INSPECTION OF SERVICES**

The Inspection of Services-Fixed Price (AUG 1996) 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) 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.

## **8. RESPONSIBILITIES OF THE GOVERNMENT**

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

## **9. INDEPENDENT CONTRACTOR**

ALL IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

## **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 Government contract, without some restriction on 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 Government, ordering offices 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 restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payment 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 Government 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 (Alternate 1 (APR 1984) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time -and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hours orders placed under this contract.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

## **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The cost will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

**15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**16. DESCRIPTION OF IT SERVICES AND PRICING**

Please see attached labor category descriptions and GSA pricing.

**WALKER COMM INC.  
DESCRIPTION OF IT SERVICES**

**Walker Communications Description of IT Services**

The services of Walker Comm Inc. Government Consulting and Installation Practice include, but are not limited to, the following:

**Special Item Number (SIN) 132-51 – Professional Information Technology Services**

The following is a high level description of the services Walker Comm provides under SIN 132-51. Specific services include, but are not limited, to the following:

**IT Network Management Services (FPDS Code D316)**

- Network Design
- Network Configuration
- Network Performance and Utilization
- Implementation
- Maintenance
- Project Planning and Management
- Training
- Support

**Other Information Technology Services. Not Elsewhere Classified (FPDS Code D399)**

- Infrastructure Integration
- Strategic Planning
- Request for Proposal Preparation
- Vendor Evaluation/System Selection
- Technology Architecture Design
- Configuration/Implementation
- Conversion
- Testing
- Post Implementation Support
- Communication Planning
- IT Best Practices Benchmarking
- IT Change Management
- Strategic Information System Planning

**WALKER COMM INC.  
INFORMATION TECHNOLOGY SERVICES  
SKILL CATEGORY DESCRIPTIONS**

**Telecommunications Engineer I:**

Functional Responsibilities:

Engineer with extensive design, integration and installation experience in providing voice, data, video, wireless technologies and telecommunications systems. Excellent knowledge of customer service, premise and central office switching technologies, and cable and fiber backbone structures.

Minimum Education and Experience:

Certifications and Degrees: Requires 2-4 years of experience in a related area and or industry certifications.

**Telecommunications Technician I:**

Functional Responsibilities:

Installs, troubleshoots, repairs and maintains telecommunications equipment. Provides reports, completes requests for new service, determines methodology for installing communications service, tests links and installs communications circuits. Familiar with variety of commonly-used concepts, standards, practices, and procedures. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision.

Minimum Education and Experience:

Certifications and Degrees: May require an associate's degree or its equivalent and 0-3 years in the field or in a related area.

**Telecommunications Technician II:**

Functional Responsibilities:

Installs, troubleshoots, repairs and maintains telecommunications equipment. Provides reports, completes requests for new service, determines methodology for installing communications service, understands National Electric Code, building codes and fire codes, tests links and installs communications circuits. Excellent knowledge of overall networking technologies; levels of technologies; test/diagnostic tools, and extensive trouble shooting abilities. Has vendor and industry certification for completed communications training courses. Familiar with standards concepts, practices, and procedures within a particular field. Relies on limited experience and supervision.

Minimum Education and Experience:

Certifications and Degrees: May require an associate's degree or its equivalent and 2-5 years in the field.

### **Telecommunications Technician III:**

#### Functional Responsibilities:

Installs, troubleshoots, repairs and maintains telecommunications equipment. Provides reports, completes requests for new service, determines methodology for installing communications service, understands National Electric Code, building codes and fire codes, determines appropriateness of moderate equipment changes or modifications, tests trunks, tests links and installs communications circuits. Experienced technician providing oversight for installation, integration and performance monitoring for multiple networking systems. Excellent knowledge of overall networking technologies; levels of technologies; test/diagnostic tools, and extensive trouble shooting abilities. Has vendor and industry certification. Familiar with a variety of the field's standards, concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. A certain degree of creativity is required.

#### Minimum Education and Experience:

Certifications and Degrees: May require an associate's degree or its equivalent and 5 years in the field or in a related area.

**WALKER COMM INC.  
INFORMATION TECHNOLOGY SERVICES  
GOVERNMENT FACILITY RATES**

| <b>Effective Date:</b>            | Jan 1-02<br>Dec 31-02 | Jan 1-03<br>Dec 31-03 | Jan 1-04<br>Dec 31-04 | Jan 1-05<br>Dec 31-05 | Jan 1-06<br>Dec 31-06 |
|-----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>LABOR CATEGORY</b>             | <b>Hourly Rate</b>    | <b>Hourly Rate</b>    | <b>Hourly Rate</b>    | <b>Hourly Rate</b>    | <b>Hourly Rate</b>    |
| Telecommunications Engineer I     | \$125.00              | \$132.00              | \$139.00              | \$146.00              | \$153.00              |
| Telecommunications Technician I   | \$55.00               | \$59.00               | \$63.00               | \$67.00               | \$72.00               |
| Telecommunications Technician II  | \$60.00               | \$64.00               | \$68.00               | \$72.00               | \$76.00               |
| Telecommunications Technician III | \$65.00               | \$69.00               | \$73.00               | \$76.00               | \$80.00               |

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

PREAMBLE

Walker Comm, 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 (Steven Terrill, Strategic Account Manager, **Phone: (916-932-0167, Fax: (916) 932-0170, E-Mail: [stevet@walkercomm.com](mailto:stevet@walkercomm.com)**).



(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

| MODEL NUMBER/PART NUMBER | *SPECIAL BPA DISCOUNT/PRICE |
|--------------------------|-----------------------------|
| _____                    | _____                       |
| _____                    | _____                       |
| _____                    | _____                       |

- (2) Delivery:

| DESTINATION | DELIVERY SCHEDULES / DATES |
|-------------|----------------------------|
| _____       | _____                      |
| _____       | _____                      |
| _____       | _____                      |

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

| OFFICE | POINT OF CONTACT |
|--------|------------------|
| _____  | _____            |
| _____  | _____            |
| _____  | _____            |

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Ship ment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

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

**WALKER COMM INC.**  
**GSA FSS AUTHORIZED IT SCHEDULE PRICELIST**