



**Authorized Federal Supply Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology Equipment, Software & Services**

General Description of the Commodities and Services Offered

Special Item	Description	FSC Class/FPDS
132-8	Purchase of Equipment	7010, 5805, N070
132-12	Maintenance of Equipment, Repair Service & Repair Parts/Spare Parts	J070
132-33/34	Perpetual Software Licenses/Maintenance of Software	7030
132-51	Information Technology Professional Services	D301, D302, D306, D307, D310, D311, D313, D316

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CONTRACT NUMBER: GS-35F-0429L
Period Covered By Contract: May 31, 2001 through May 30, 2016

**General Services Administration
Federal Supply Service**

Pricelist current through Modification PO-0061 effective date 05/06/2014

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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SPECIAL NOTICE 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.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. *Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic and overseas delivery.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

- a. Ordering Addresses: See Points of Contact section of this Schedule Pricelist for ordering and product information.
- b. Payment Address. As shown on invoice.
- c. The Government purchase card is an acceptable method for payments equal to or less than or greater than the micro-purchase threshold for oral or written delivery orders.
- d. The telephone number(s) to be used by ordering agencies to obtain technical and/or ordering assistance are shown in the Points of Contact Section of this Schedule Pricelist.
- e. When Authorized Dealers are allowed by LGS Innovations LLC to bill ordering activities and accept payment, the order and/or payment must be in the name of LGS Innovations LLC in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

LGS Innovations LLC shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by LGS Innovations LLC, unless such injury or damage is due to the fault or negligence of LGS Innovations LLC

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: **789252132**

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

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

Block 36: Contractor's Taxpayer Identification Number (TIN): **03-0602415**

a. CAGE Code: **4M5K0**

b. LGS Innovations LLC has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

- a. For Electronic Data Management and Professional Services Organization products, shipment within the 48 contiguous states, District of Columbia, Alaska, Hawaii, U.S. Commonwealths and Territories, and overseas will be FOB Destination.
- b. For other products (Alcatel USA Marketing, Hie Electronics, Inc. etc.) FOB Destination

for Domestic delivery. For Overseas delivery additional charges may apply.

Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

6. DELIVERY SCHEDULE

- a. TIME OF DELIVERY: LGS Innovations LLC shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SIN#	DELIVERY TIME (Days ARO)
132-8*	30 Days
132-12	30 Days
132-33*	30 Days
132-34	30 Days
132-51	30 Days

*Alcatel Product Lines 15 to 120 Days, Hie Electronics, Inc. 75 Days

- b. URGENT REQUIREMENTS:

(1) When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact LGS Innovations LLC for the purpose of obtaining accelerated delivery. LGS Innovations LLC shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by LGS Innovations LLC in writing.) If LGS Innovations LLC offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

(2) Ordering agencies will be required to pay any differential between normal freight charges and express charges where express deliveries are requested by the Government outside the normal commercial delivery process and accepted by LGS Innovations LLC

7. DISCOUNTS

All prices in the Schedule Pricelist are NET Prices after all discounts have been deducted. The prices stated in the Schedule Pricelist apply to all Federal agencies and educational institutions. No other discounts are offered.

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

All items offered in this GSA Schedule are U.S. made end products, designated country end products,

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Export packing, if required and ordered, is available outside the scope of this contract. Charges shall be provided by LGS Innovations LLC upon request.

10. SMALL REQUIREMENTS

The minimum dollar 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

- SIN 132-8 Purchase of Equipment
- SIN 132-33 Perpetual Software License
- SIN 132-34 Maintenance of Software
- SIN 132-51 Information Technology (IT)
- SIN 132-12 Maintenance of Equipment

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY /TELECOMMUNICATION STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by LGS Innovations LLC

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. CONTRACTOR TASKS/SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

a. Security Clearances: LGS Innovations LLC 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: LGS Innovations LLC 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, LGS Innovations LLC 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, LGS Innovations LLC 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: LGS Innovations LLC 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, LGS Innovations LLC's participation in such order may be restricted in accordance with FAR Part 9.5.

g. Documentation/Standards: LGS Innovations LLC 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 specific or negotiated in the agency's order.

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

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

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1).

16. GSA ADVANTAGE!

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

- a. Manufacturer;
- b. Manufacturer's Part Number; and
- c. Product categories.

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODC's (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual task or delivery order, only if –

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal

Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6) acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19);

(2) The ordering activity contracting officer has determined the price for the items not on the Federal supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by LGS Innovations LLC
- 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 for the following:

- a. Orders for the products and services shall be accepted solely at the option of LGS Innovations LLC
- b. In place of an installation date for equipment and delivery date for software licenses, shipping date (date of availability for shipment when using Government transportation) shall be used for equipment and software licenses.

- c. LGS Innovations LLC will invoice the Government on the shipping date for equipment and software.
- d. LGS Innovations LLC shall provide shipment of equipment to the domestic point of embarkation at no additional charge. The responsibility and cost for transportation outside the United States shall be borne by the Government.
- e. The Traffic Management Officer (TMO), Transportation Officer (TO) or other appropriate U.S. Government authority at the first destination delivery point shall be responsible for (i) processing appropriate custom documents, (ii) the performance of clearance procedures for all equipment, and (iii) for such maintenance parts as required to perform maintenance and warranty services, as may be ordered under this contract.
- f. During any period that shipment of equipment/repair parts/spare parts to the customer location is under the control of the Government outside the 48 contiguous states, the Government shall be responsible for loss or damage to such equipment/repair parts/spare parts unless such loss or damage is due to the fault or negligence of LGS Innovations LLC
- g. The Government agrees to have the customer site prepared in accordance with LGS Innovations LLC's written site specifications before the shipping/installation date.
- h. Upon request of LGS Innovations LLC, the ordering activity may provide LGS Innovations LLC with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to LGS Innovations LLC's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.
- i. Maintenance prices and warranty for equipment overseas shall be separately priced.

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 labor or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

23. 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 order placed by the authorized Federal Government Contractor states:

“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, the latter will govern.”

It is understood and agreed that title to any machine purchased thereunder shall vest directly in the Government at the time of acceptance. Machines purchased and programs licensed thereunder will be used solely for the performance of the cost reimbursement prime contract under which this authorization was granted. Maintenance service ordered thereunder is solely for the purpose of maintaining Government owned machines.

24. INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) LGS Innovations LLC 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, LGS Innovations LLC 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 LGS Innovations LLC gives written notice to the Contracting Officer, whichever period is longer.

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

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).

25. ADVANCE PAYMENTS

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

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, or 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, LGS Innovations LLC 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 for the video/audio teleconferencing solutions (LGS Innovations LLC Product Codes 0401***, 0402***, 0403***, 0404***) and the server/interface card hardware offered by the Electronic Data Management and Professional Services Organization as part of an integrated hardware/software solutions (LGS Innovations LLC Product Code: MMS-R1; ACATSS-S) cover FOB Destination for any location within the geographic scope of this contract.

For other products (Alcatel USA Marketing, Hie Electronics, Inc. etc.) FOB Destination for Domestic delivery. For Overseas delivery additional charges may apply.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION:

(1) LGS Innovations LLC pricing for the video/audio teleconferencing solutions (LGS Innovations LLC Product Codes 0401***, 0402***, 0403***, 0404***) represent material only. Labor and installation are offered separately utilizing the LGS Innovations LLC Professional Services GSA clins found in SIN 132-51. LGS Innovations LLC shall deliver and install the server/interface card hardware offered by the Electronic Data Management and Professional Services Organization as part of the integrated hardware/software solutions (LGS Innovations LLC Product Code: MMS-R1;

ACATSS-S). The offered server/interface card hardware is not self-installable by the Government. However, the Government has the option of providing their own server hardware and only purchasing the software and integration kit, if one is offered in the Products and Services Pricelist.

(2) The Government, at its own expense, will provide:

- (i) Access to the installation location for equipment and personnel at times mutually agreed to by LGS Innovations LLC and the customer.
- (ii) Adequate workspace, heat, light, ventilation and electrical outlets.
- (iii) A secured and protected area for storage of tools and equipment near the installation location, if required.

(3) Installation is normally scheduled between 8 a.m. and 5 p.m., Monday through Friday, excluding LGS Innovations LLC and Government holidays. Any installation scheduled outside normal business hours at the Government's request, or because of customer caused delays, are subject to premium charges outside the scope of this contract.

(4) The Government is responsible for identification and removal of any hazardous material (e.g., asbestos) or correction of any hazardous condition at the Government's premises that affects LGS Innovations LLC installation efforts. Installation schedule may be delayed by LGS Innovations LLC while the Government removes or corrects any hazard condition, with no liability, cost, or penalty to LGS Innovations LLC

b. INSTALLATION, DEINSTALLATION, REINSTALLATION.

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

equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotation is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. OPERATING AND MAINTENANCE MANUALS:

LGS Innovations LLC shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals, which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

LGS Innovations LLC shall only tender for acceptance those items that conform to the requirements of this contract. Acceptance will be deemed to have occurred:

- a. On the tenth calendar day after shipment where LGS Innovations LLC is not providing the installation.
- b. On the installation date where LGS Innovations LLC is responsible for the installation, or
- c. Except where otherwise shown in this Schedule.

6. WARRANTY

LGS PRODUCT WARRANTY:

a. **Video/Audio Teleconferencing Solutions** (LGS Innovations LLC. Product Codes 0401***,0402***,0403***,0404***) –The custom equipment warranty applies to all new integrated multimedia systems, which are provided by LGS Innovations LLC Newly installed electronic components are warranted for a period of 90 days following the date of equipment acceptance (test & acceptance plan). This includes all workmanship and custom room controller software done by LGS Innovations LLC Equipment additions or enhancements installed after installation of the basic systems are warranted for a period of ninety (90) days following installation. This warranty covers repair and/or replacement of multimedia room equipment electronic components only. The warranty does not cover the diagnostic testing needed to identify the faulty component, nor does it cover the removal and the installation of the item once it has been repaired or replaced. Whether the

equipment is repaired or replaced will be at the discretion of LGS Innovations LLC Service calls, preventive maintenance, diagnostic testing, and the removal and the replacement of components can be covered by a full maintenance contract with LGS Innovations LLC

Electronic Data - The server/interface card hardware offered by the Electronic Data Management and Professional Services Organization (LGS Innovations LLC Product Code: MMS-R1; ACATSS-S) is warranted for a 90 day period as specified in this schedule pricelist and the Products and Services Pricelist. During the warranty period, all broken or defective parts not caused by accident or misuse through fault or negligence by the Government shall be repaired or replaced (including labor and parts) at LGS Innovations LLC expense, including transportation costs, if any. Repair or replacement parts may be new, remanufactured, or refurbished which are warranted as new. The removed parts will become the property of LGS Innovations LLC

b. LGS Innovations LLC warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. The warranty provided does not cover repair for damages, malfunctions, or service failures caused by:

- (1) Actions of non-LGS Innovations LLC personnel.
- (2) Attachment of non-LGS Innovations LLC equipment to the products.
- (3) Abuse, misuse or negligent acts.
- (4) Fire, explosion, pest damage, power failures, power surges, lightning, strike or labor dispute, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of products, or other causes beyond LGS Innovations LLC control whether or not similar to the foregoing.

d. Limitation of Liability:

- (1) EXCEPT AS EXPRESSLY SET FORTH IN WRITING IN THIS CONTRACT AND EXCEPT FOR THE IMPLIED WARRANTY OF MERCHANTABILITY, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED AND LGS INNOVATIONS LLC WILL NOT BE LIABLE TO THE GOVERNMENT FOR CONSEQUENTIAL DAMAGES RESULTING

FROM ANY DEFECT OR DEFICIENCIES IN ACCEPTED ITEMS.

- (2) The entire liability of LGS Innovations LLC and the exclusive remedy of the Government for breach of the above warranty shall be the repair or replacement of the equipment. Provided, however, that in the event that such remedy for breach of warranty fails of its essential purpose, LGS Innovations LLC shall then, as Government's sole and exclusive remedy, and upon returning the defective equipment, reimburse the Government for that part of the equipment as to which the Government has a claim, in the amount not to exceed the purchase price of the equipment.

e. Inspection and repair of defective server / interface card hardware (LGS Innovations LLC Product Code: MMS-R1; ACATSS-S) provided under this warranty will normally be performed at the customer location where it was installed. If LGS Innovations LLC removes the equipment to its establishment for repairs, it will be responsible for any damage or loss from the time the equipment is removed from the Government's installation until the equipment is returned to such installation.

ALCATEL PRODUCT WARRANTY:

a. Unless specified otherwise in this contract, the Alcatel's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Alcatel - Lucent warrants that, for the applicable warranty period, (a) Equipment shall, under normal use and service, be free from defects in material and workmanship, and (b) Equipment shall materially conform to Alcatel - Lucent's specifications therefore in effect on the date of shipment.

During the initial warranty period, Alcatel - Lucent will, at no charge, repair or replace any defective part or component returned to its manufacturing facility. Alcatel - Lucent's Repair and Return Facility is accessible to the customer around-the clock, 24 x 7, 365 days a year. During these hours, the facility accepts R&R requests and provides return information. Requests are processed within the next 8 business hours, 8 am – 5 pm CST, Monday through Friday.

Alcatel - Lucent shall have no obligation to remedy any defect if it can be shown:

(a) that the equipment was altered, repaired, or reworked by any party other than Alcatel – Lucent without Alcatel - Lucent's written consent;

(b) that such defects were the result of the customer's improper storage, mishandling, abuse, or misuse of the equipment or software;

(c) that such defects were the result of the customer's use of the equipment or software in conjunction with equipment electronically or mechanically incompatible or of an inferior quality; or

(d) that the defect was the result of damage by fire, explosion, power failure, or any act of nature.

b. Alcatel 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, Alcatel will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

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

Alcatel - Lucent
RA # XXXXXXXXXX
c/o UPS Supply Chain Solutions
660 Fritz Drive Dock Door 78
Coppell, Texas 75019
Attn: R&R Manger

MDR-8000 Standard Warranty is 2-years from date of shipment from point of manufacture.
TSM products Standard Warranty is 1-year from date of shipment from point of manufacture.
1677 products Standard Warranty is 1-year from date of shipment from point of manufacture.

HIE ELECTRONICS, INC.

a. Unless specified otherwise, the HIE Electronics, Inc. standard commercial warranty will apply to this contract.

Hie warrants that all Hardware products are under warranty for a period of one year from the date of shipment.

Hie warrants that at the time of delivery the products delivered will be free of material defects in materials and workmanship.

This warranty is void if products have been tampered with. This warranty is void if the product has been damaged by non-authorized repair or maintenance.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

Unless the Hie Electronics product is defective or the return is a direct result of a Hie Electronics error, products are not returnable for credit or exchange.

How to Return: To return products, you must contact LGS Innovations (14) days from the date on the packing slip or invoice and receive a Credit Return Authorization Number. You must obtain a Credit Return Authorization Number in order to return the product. Products returned without a Credit Return Authorization Number will be refused delivery. Contact LGS -336-279-3172 /3078. Further return instructions will be provided upon request of a Credit Return Authorziation Number.

8. RESPONSIBILITIES OF LGS TECHNOLOGIES INC.

LGS Innovations LLC shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**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) (SIN 132-12)**

1. SERVICE AREAS

LGS PRODUCTS:

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. In addition, Video Conferencing Electronic Room Equipment Maintenance Services are available for locations overseas and shall be separately priced.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the LGS Innovations LLC plant(s) listed below:

Video Conferencing Electronic Room Equipment
LGS Innovations LLC
Multimedia Services Customer Support Center
Room E2M31
5440 Millstream Road
McLeansville, NC 27301

ALCATEL PRODUCTS:

IN WARRANTY REPAIR SERVICE

The customer must contact Alcatel to receive a Return Authorization number that will be used to track the repair and return of the failed part. Alcatel can be contacted through the Alcatel Customer Services Contact Center 24 hours a day, 7 days a week, 365 days a year. They are accessible via the following:

- Telephone: 1-888-ALCATEC (888-252-2832) or 613-784-6100
- Fax : 613-784-8900 or 613-784-8905.
- E-mail: Repair.Return_USA@Alcatel.com.

To expedite your request, Alcatel requires the following information prior to assigning a RA number:

- Company Name
- Contact Name
- Site Address
- Equipment Type Number (product model, part number, and serial number)
- Software Release
- Call-Back Telephone Number(s)
- Brief Problem Description

After the RA number has been assigned, the customer is required to return the failed part, *at their expense*, to the following address:

Alcatel - Lucent
RA # XXXXXXXXXX
c/o UPS Supply Chain Solutions
660 Fritz Drive Dock Door 78
Coppell, Texas 75019
Attn: R&R Manger

Alcatel will repair or replace the failed item and return it to the customer within 45 days of receipt of the failed item. Alcatel will provide return shipping through an Alcatel chosen carrier within the CONUS at no charge to the customer. The cost of OCONUS or the use of a customer preferred carrier returns will be the responsibility of the customer.

Alcatel reserves the right to replace rather than repair a failed part. Alcatel also reserves the right to perform software and/or hardware upgrades to the part while it's being repaired or replaced. In the event that the customer requires a specific hardware variant and/or software release they must make this request when initially processing their RA. Due to component obsolescence, Alcatel may be required to perform hardware and possibly software upgrades. If a hardware and/or software upgrade is required, Alcatel will ensure its compatibility with currently supported hardware and software. Currently supported software includes the software release shipping at the time and the prior two major releases. Earlier releases may be supported on a best effort basis.

To maintain competitive pricing and to ensure expeditious return of failed parts, Alcatel reserves the right to charge the customer a "No Trouble Found" fee of \$500 for troubleshooting and processing cost for a warranty repair request on a part that's proven to be serviceable.

Parts returned after being repaired or replaced will be warranted for, which ever is greater, 90 days after date of shipment from Alcatel or the remainder of the original warranty.

POST WARRANTY REPAIR

Alcatel offers post warranty repairs on Alcatel parts originally purchased under the GSA schedule. Repairs are available at a flat rate or by quote.

Repairs are available at a flat fee equal to the then current GSA Schedule price less 10%. This only applies to parts that are currently available for sale and not those that have been manufacturer discontinued. The process for post warranty repairs is the same as that described previously for warranty repairs.

Repairs are available on a quote basis for all parts currently available for sale and not those that have been manufacturer discontinued. Parts that have been manufacturer discontinued may be repairable on a quote basis, but can not be guaranteed prior to quoting the repair. The process for post warranty repair quotes uses the same Return Authorization number assignment process described earlier. All other aspects of quoted repairs will be supplied at the time of the RA process.

Repair Exclusions:

Parts that fail due to misuse, improper installation, mishandling, or acts of god are not eligible for warranty repairs. Based on the severity of the damage, the parts may not be eligible for quote repairs either.

HIE ELECTRONICS

321 N. Central Expy, Ste 260
McKinney, TX 75070

2. MAINTENANCE ORDER

LGS PRODUCTS/Hie Electronics:

a. Agencies may use written orders, EDI orders, credit card orders or BPAs for ordering maintenance under this contract. LGS Innovations LLC 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 that may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by LGS Innovations LLC

as prescribed by this paragraph, the order shall be considered to be confirmed by LGS Innovations LLC

b. LGS Innovations LLC shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by LGS Innovations LLC. Such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to LGS Innovations LLC, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify LGS Innovations LLC 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.

g. Orders for video teleconferencing electronic room equipment maintenance service shall include the three items listed below. It is recommended that the customer contact the LGS Innovations LLC Multimedia Services Customer Support Center, 800-882-3286, to review the customer's current room configuration and equipment prior to placing the order.

(1) A complete description of the types and numbers of equipment to be covered under the order. The inventory listing shall include manufacturer and manufacturer product/model numbers and will be used to determine the specific maintenance service to be provided (i.e. room configuration, additional equipment, etc.).

(2) Accurate drawings, block diagrams and/or schematics showing cable runs of control, video and audio wiring runs, reference manuals for equipment not presently maintained by LGS Innovations LLC and room controller software (must be a copy of the source and executable code). Software that must be rewritten or modified by LGS Innovations LLC prior to providing maintenance will require a Site Survey (see paragraph 7b(3)(b) for Site Survey explanation).

(3) A customer issuing the order represents that the customer is the owner of the equipment to be maintained or is the lessee of the equipment and has the product owner's authorization to order the video teleconferencing electronic room equipment maintenance service.

ALCATEL PRODUCTS:

Maintenance not offered.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

LGS PRODUCTS/Hie Electronics:

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

ALCATEL PRODUCTS:

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

LGS PRODUCTS/Hie Electronics:

a. When LGS Innovations LLC removes equipment to its establishment for repairs, LGS Innovations LLC shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

b. For video teleconferencing electronic room equipment serviced by LGS Innovations LLC under time and material, the Government shall be responsible for any damage incurred during shipment to the Multimedia Services Customer Support Center. LGS Innovations LLC shall be responsible for any damage incurred in the return shipment to the Government installation.

ALCATEL PRODUCTS:

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

LGS PRODUCTS:

For Video Teleconferencing Electronic Room Equipment:

a. LGS Innovations LLC shall provide maintenance for all video teleconferencing electronic room equipment listed herein, as requested by the Government agency during the contract term. LGS Innovations LLC does not offer nor shall it provide maintenance for the server/interface card hardware offered by the Electronic Data Management and Professional Services Organization as part of the integrated hardware/software solutions (LGS Innovations LLC Product Code: MMS-R1; ACATSS-S). 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 LGS Innovations LLC, 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 LGS Innovations LLC, if the equipment was under LGS Innovations LLC guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under LGS Innovations LLC'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).
- c. LGS Innovations LLC maintenance service includes remedial maintenance required by products when used under normal operation conditions. Replacement parts and products may, at the discretion of LGS Innovations LLC, be new, remanufactured, or refurbished, and will be furnished on an exchange basis. The removed parts and products will become the property of LGS Innovations LLC
- d. Maintenance required to repair damages, malfunctions, or service failures caused by the following are not covered:
- (1) Actions of non-LGS Innovations LLC personnel.
 - (2) Failure to follow LGS Innovations LLC installation, operation or maintenance instructions, including customer failure to permit LGS Innovations LLC remote access to equipment.
 - (3) Attachment of non-LGS Innovations LLC equipment to the products without notification of such to LGS Innovations LLC
 - (4) Failure of products not maintained by LGS Innovations LLC
 - (5) Abuse, misuse, or negligent acts by the Government.
 - (6) Fire, explosion, pest damage, power failures, power surges, lightning, strike or labor dispute, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of products, or other causes beyond LGS Innovations LLC control whether or not similar to the foregoing.
- e. LGS Innovations LLC may agree to perform maintenance services in such instances above on a

time and materials basis outside the scope of this contract.

f. LGS Innovations LLC video teleconferencing electronic room equipment maintenance service includes the service components listed below:

- (1) Hotline Support: through Toll Free 800 Number 7:00 a.m. – 7:00 p.m. EST/EDST, Monday – Friday (excluding LGS Innovations LLC and Government holidays).
- (2) Single Point of Contact (SPOC): through Multimedia Services Customer Support Center, Greensboro, NC.
- (3) On-Site Technical Support: through Field Service Support (FSS) 7:00 a.m. – 5:00 p.m. Local Time, Monday – Friday (excluding LGS Innovations LLC and Government holidays).
- (4) Response Time of: Four hours – Major Outage (Video Room out-of-service); Twenty-Four hours – Minor outage (equipment item not operational).
- (5) Spares Warehousing and Support (of customer owned spares): Spare equipment is a critical component of any maintenance program. The customer's out-of-service time is affected by the level of available spares.
- (6) Remote Diagnostic Maintenance Support: Requires customer provided POTS (plain old telephone service) line for dial-in and customer interface equipment must be technically acceptable and interoperable with LGS Innovations LLC equipment.
- (7) Trouble Ticket Tracking and Closure: LGS Innovations LLC will establish a trouble ticket and issue a number to the customer for all reported troubles/outages. LGS Innovations LLC will notify the customer upon resolution of the trouble/outage, provide an explanation of what action was taken and confirm that the trouble ticket can be closed.

ALCATEL PRODUCTS:

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

LGS PRODUCTS/Hie Electronics:

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by LGS Innovations LLC
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. Customer responsibilities for video teleconferencing electronic room equipment maintenance service is as follows:
 - (1) Access to the video room must be provided as soon as practical to ensure LGS Innovations LLC can provide the level of maintenance service offered.
 - (2) After initiation of maintenance service, and prior to any relocation, move, or installation of additional equipment, the customer must notify LGS Innovations LLC of such to permit LGS Innovations LLC to determine what effect the relocation, move or addition will have on the maintenance service provided by LGS Innovations LLC
 - (3) Trouble/outages shall be reported through the Toll Free 800 Number. At the beginning of the call a trouble ticket number will be assigned to track the trouble/outage. The customer must reference this number for future calls related to the trouble/outage.

ALCATEL PRODUCTS:

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF CONTRACTOR

LGS:

- a. For equipment not covered by a maintenance contract or warranty, LGS Innovations LLC's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. The repair service will be provided in accordance with the scope of the service offerings included in this contract or on a time and materials basis.
- b. LGS Innovations LLC video teleconferencing electronic room equipment maintenance services supports specific room configurations, individual types of equipment, or support items as described below. The maintenance service described below does not include stock replenishment or replacement of logistically non-supportable or manufacturer discontinued equipment.
 - (1) Maintenance service, charged monthly, is limited to the types and numbers of equipment listed in the schedule pricelist. If an equipment item is not listed, or if the number of items exceeds that in the configuration description, then additional separately priced maintenance service applies.
 - (2) Maintenance service, charged monthly, is also available for the standalone equipment to provide support equipment or additional equipment not included in the room configuration maintenance service above. See pricelist for product listing and pricing.
 - (3) In addition to the video teleconferencing electronic room equipment maintenance service there are two additional types of support available to video customers.
 - (a) Site Survey: LGS Innovations LLC will perform an on-site survey to support various customer needs, such as, determine the

appropriate room configuration, review customer equipment not currently supported by the existing order codes to establish a new service offering and prices, discuss or design video teleconferencing room upgrades, or other support as requested by the video teleconferencing room customer. The price includes all labor and Travel and Living charges for one trip of one person for one day to any location within the geographic scope of this contract.

(b) Other Technical Assistance: LGS Innovations LLC will provide technical assistance in support of customer requirements outside the scope of this contract, such as, on-site preventive maintenance, video teleconference room facilitator training, new room installations and room upgrades. The LGS Innovations LLC technical assistance will be provided under firm fixed price or time and material quotes. Technical assistance Travel and Living charges will be estimated in the quote and charged in accordance with the Federal Travel Regulation.

ALCATEL:

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

8. MAINTENANCE RATE PROVISIONS

LGS:

a. LGS Innovations LLC shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS:

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during the periods cited below. The regular hours for Video Teleconferencing Electronic Room Equipment are:

- (1) Hotline support through Toll Free 800 7:00 a.m. – 7:00 p.m. EST/EDST, Monday – Friday (excluding LGS Innovations LLC and Government holidays)

- (2) On-Site Technical Support through Field Service Support (FSS) 7:00 a.m. – 5:00 p.m. Local Time, Monday – Friday (excluding LGS Innovations LLC and Government holidays)

c. AFTER HOURS:

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, is specified below in paragraph 9.d. Video Teleconferencing Electronic Room Equipment maintenance support will be provided by LGS Innovations LLC on a Time and Materials basis (minimum 2 hours), if scheduled through the Greensboro Technical Assistance Center not later than 7:00 p.m. EST/EDST, Monday – Friday.

d. TRAVEL AND TRANSPORTATION:

There is no charge for travel and transportation over and above the regular maintenance rates, because of the distance between the Government location and LGS Innovations LLC's service area.

ALCATEL:

Maintenance is not offered.

HIE ELECTRONICS:

Hie's Standard Maintenance Terms shall apply.

9. REPAIR SERVICE RATE PROVISIONS

LGS:

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

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

c. TRAVEL OR TRANSPORTATION:

- (1) At LGS Innovations LLC Location:
 - (a) When equipment is returned to LGS Innovations LLC for adjustments or repairs which are not covered by the

guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to LGS Innovations LLC, and return to the ordering activity location, shall be borne by the ordering activity.

- (b) The ordering activity should not return defective equipment to LGS Innovations LLC for adjustments and repairs or replacement without his prior consultation and instruction.

(2) At the Ordering Activity Location:

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

d. LABOR RATES:

(1) REGULAR HOURS:

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

(2) AFTER HOURS:

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays, LGS Innovations LLC holidays and holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined below shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of LGS Innovations LLC

(3) SUNDAYS AND HOLIDAYS:

When the ordering activity requires that repair service be performed on Sundays, LGS Innovations LLC holidays and Holidays observed at the ordering activity location, the

Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of LGS Innovations LLC on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE HOURLY RATES

	Min. Charge	Reg. Hrs. 0300TM1	After Hrs. 0300TM2	Sun. & Holidays 0300TM3
LGS Location	2Hrs.	\$198.03	\$297.60	\$396.05
Gov't Location	2Hrs.	\$198.03	\$297.60	\$396.05

ALCATEL:

See Item 1 under this Section (132-12).

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

LGS PRODUCTS/Hic Electronics:

Repair or replacement parts used in connection with remedial maintenance and repair to existing equipment or systems at time and materials rates may be new, remanufactured, or refurbished, which are warranted as new. All parts shall be furnished at prices including the current LGS Innovations LLC loaded rate.

ALCATEL PRODUCTS:

All parts, which include the associated labor, 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 then current commercial pricelist at a discount of 10% from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

LGS PRODUCTS:

a. Repair Service:

All repair work will be guaranteed/warranted for a period of 90 days.

b. Repair Parts/Spare Parts:

All parts, furnished either as spares or repairs parts, will be guaranteed/warranted for a period of 90 days.

ALCATEL PRODUCTS:

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 60 days.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 60 days.

HIE ELECTRONICS:

a. Repair Service:

All repair work will be guaranteed/warranted for the life of the original warranty period.

b. Repair Parts/Spare Parts:

All parts, furnished either as spares or repairs parts, will be guaranteed/warranted for the life of the original warranty period.

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

12. INVOICES AND PAYMENTS

LGS/Hie Electronics:

a. Maintenance Service:

- (1) Invoices for maintenance service shall be submitted by LGS Innovations LLC on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
- (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 LGS Innovations LLC as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above.

ALCATEL:

**TERMS AND CONDITIONS
APPLICABLE TO PERPETUAL
SOFTWARE LICENSES (SIN 132-33)
AND MAINTENANCE (SIN 132-34) OF
GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY
SOFTWARE**

1. INSPECTION/ACCEPTANCE

LGS Innovations LLC shall only tender for acceptance those items that conform to the requirements of this contract. Acceptance will be deemed to have occurred:

- a. On the tenth calendar day after shipment of licensed programs not having a testing period, or
- b. For licensed programs having a testing period, on the day following the last day of the testing period or the first day of productive use, whichever occurs first.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Manufacturer's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

LGS Innovations LLC warrants that the Electronic Data Management and Professional Services Organization software will perform substantially in conformance with LGS Innovations LLC's published specifications for 90 days. LGS Innovations LLC warrants that any hardware supplied by LGS Innovations LLC will enable the software to perform substantially in accordance with LGS Innovations LLC's published specifications for the duration of the software warranty. LGS Innovations LLC's sole responsibility for breach of this warranty shall be, at LGS Innovations LLC's discretion, repair or replacement of the software or hardware to assure conformance with this warranty or refund the fees paid therefore. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND ANY OTHER INCORPORATED ORDER, LGS INNOVATIONS LLC MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. LGS Innovations LLC 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, LGS Innovations LLC will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

a. Technical services are available during the offered warranty period and as part of software maintenance and support offers. These services include:

- (1) Electronic Data Management and Professional Services Organization Software. LGS Innovations LLC, without additional charge to the Government, shall provide a hot line technical support number 800-654-4016 for the purpose of providing user assistance and guidance in the implementation of the Electronic Data Management and Professional Services Organization Software and Software Support. The technical support number is available 8 hours per day from 8:00 a.m. to 5:00 p.m. EST/EDST, Monday – Friday.

b. Technical services for customers outside the warranty period and not having a software maintenance agreement are available through the software engineering rates below. The engineering support will be accomplished through an order received from the Government in response to a firm fixed price or time and material quote using the rates below.

- (1) Senior Software Engineer – \$228.01 per hr.
- (2) Software Engineer – \$196.55 per hour.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Electronic Data Management and Professional Services Organization software maintenance and support includes:

- (a) Replace all defective materials.
- (b) Resolve sub-version software defects (bugs).
- (c) Provide all sub-version maintenance releases.
- (d) Provide business day telephone (800-654-4016) Help Desk support Monday through Friday 8 a.m. to 5 p.m. EST/EDST, excluding LGS Innovations LLC and Government holidays.
- (e) Installation assistance for customer administrators.

- (f) Network configuration assistance for customer administrators.
 - (g) Answer customer administrator questions related to Microsoft Windows™, LGS Innovations LLC Electronic Data Management and Professional Services Organization products and Government host systems accessed by LGS Innovations LLC products.
 - (h) Provide E-Mail 2 business day response via Internet at abrame@lgsinnovations.com.
 - (i) Provide an Information and Support Internet WebPage at www.ec-edi.com.
 - (j) Provide all future software updates to the purchased version, including feature upgrades and enhancements.
- b. Invoices for maintenance service shall be submitted by LGS Innovations LLC on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).

5. PERIODS OF MAINTENANCE (132-34)

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

6. UTILIZATION LIMITATIONS - (132-33 AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with LGS Innovations LLC, unless otherwise specified.
 - (2) Software licenses are by site and by ordering agency. An ordering agency is defined as a cabinet level or independent ordering agency. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect LGS Innovations LLC's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 6.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of LGS Innovations LLC. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the

ordering activity may already have or obtains without restrictions.

- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
- (6) FAR Clause 52.227-19 COMMERCIAL COMPUTER SOFTWARE—RESTRICTED RIGHTS (JUNE 1987) is incorporated by reference as part of this Schedule.

7. SOFTWARE CONVERSIONS (132-32)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

- a. Electronic Data Management and Professional Services Organization software products:
 - (1) Modified Image Display and Access Software (MIDAS) is a Microsoft Windows™ based application suite that is installed on customer provided personal computer platforms, the software allows users to electronically access

Government engineering data repositories, including Joint Engineering Data Management Information Control System (JEDMICS). Local and remote users can query the system database, request engineering data, receive/manage, downloaded data files and upload Jedmics compatible data. MIDAS also provides users with a Graphical User Interface (GUI) for image viewing and printing features directly from their workstation screen. MIDAS has eliminated the need for sending and receiving engineering data on aperture cards or paper.

- (2) Media Pro Server software provides the user the ability to accept, read and input engineering data; convert or re-convert the engineering data into several supported master data formats; and transmit, write and output the converted engineering data to CD ROM, magnetic disk, or electronically to the Internet.
- (3) The LGS Aperture Card Analysis and Tracking Support System (ACATSS) software is a powerful Microsoft SQL™ database with a user-friendly interface called the ACATSS Client. The database holds data record representing aperture card hollerith (index) data for all cards in an Aperture Card Manual repository. The ACATSS database can also store an index listing of JEDMICS. The ACATSS Client software allows users to easily search for and find the location of any aperture card that exists in the repository and informs the user immediately when the card is not in the repository. The ACATSS software also provides tools for modifying records, deleting records, flagging records for export, moving records from tray to tray or storage unit to storage unit and inputting new records.

9. RIGHT-TO-COPY PRICING

No right-to-copy pricing is available.

**TERMS AND CONDITIONS
APPLICABLE TO INFORMATION
TECHNOLOGY (IT) PROFESSIONAL
SERVICES (SIN 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. LGS Innovations LLC shall provide services at LGS Innovations LLC's facility and/or at the ordering activity location, as agreed to by LGS Innovations LLC and the ordering activity.

2. PERFORMANCE INCENTIVES

a. Performance incentives may be agreed upon between LGS Innovations LLC 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 LGS Innovations LLC to specified targets. To the maximum extent practical, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate LGS Innovations LLC. Incentives shall be based on objectively measurable tasks.

**3. ORDERING PROCEDURES FOR
SERVICES (REQUIRING A STATEMENT
OF WORK)(G-FCI-920) (MAR 2003)**

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).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.40.-70 – Additional ordering

procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's pricelist applicable to this Schedule are fair and reasonable. However, the ordering activity 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 activities 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 contractor 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 activity 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 provided 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) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors: Based upon an initial evaluation of catalogs and pricelists, the ordering activity 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) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering activity, 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 businesses 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.

- (i) 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.
- (ii) 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.
- (iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the proposed order.

(iv) Ordering activities 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 Schedule 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 activities 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 activity 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 service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
 - (ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for

an order to all BPA holders 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 activity 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 activity's requirement involves both products as well as executive, administrative and/or professional services, the ordering activity 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)
- (e) The ordering activity, 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 ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' 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.

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. LGS Innovations LLC shall commence performance of services on the date agreed to by LGS Innovations LLC and the ordering activity.
- b. LGS Innovations LLC agrees to render services only during normal working hours, unless otherwise agreed to by LGS Innovations LLC and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
- e. FAR Clause 52.227-14 RIGHTS IN DATA--GENERAL (JUNE 1987) is incorporated by reference.

6. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to LGS Innovations LLC, require LGS Innovations LLC 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 LGS Innovations LLC, 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, LGS Innovations LLC 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 LGS Innovations LLC, 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, LGS Innovations LLC

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 LGS Innovations LLC's cost properly allocable to, the performance of any part of this contract; and

(2) LGS Innovations LLC 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 cancelled 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 cancelled 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.

7. 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.

8. RESPONSIBILITIES OF LGS Innovations LLC

LGS Innovations LLC 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 Rights in Data – General, may apply.

9. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit LGS Innovations LLC access to all facilities necessary to perform the requisite IT Services.

10. INDEPENDENT CONTRACTOR

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

11. 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 LGS Innovations LLC, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving LGS Innovations LLC, any entity into or with which LGS Innovations LLC subsequently merges or affiliates, or any other successor or assignee of LGS Innovations LLC

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 LGS Innovations LLC and its affiliates, may either (i) result in an unfair competitive advantage to LGS Innovations LLC or its affiliates or (ii) impair LGS Innovations LLC'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 LGS Innovations LLC, 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.

12. INVOICES

LGS Innovations LLC, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

13. PAYMENTS

For firm-fixed price orders the ordering activity shall pay LGS Innovations LLC, 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.

14. RESUMES

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

15. 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.

16. APPROVAL OF SUBCONTRACTS

The ordering activity may require that LGS Innovations LLC 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.

17. DESCRIPTION OF IT SERVICES AND PRICING

LGS Innovations LLC offers a complete portfolio of Lifecycle Services to optimize the latest voice, video and data network technologies. Lifecycle Services offer solutions, multiple options and teams of experts to help meet the requirements of Government customers.

With the most experienced people in the industry and our renowned Bell Labs technology base, LGS Innovations LLC can plan, build, operate manage and maintain your high performance networks. Our Lifecycle Services can maintain your high performance networks. Our Lifecycle Services can be purchased on a level of effort basis and/or firm fixed price support.

PLAN – LGS Innovations LLC offers a full complement of consulting expertise to determine how to best meet your Agency's voice, video and data needs through our technological solutions. Consulting services include needs analysis, systems

engineering, site surveys, system architecture design and more.

BUILD – LGS Innovations LLC provides the resources and the technical expertise to implement your Agency's technology plan. These services include staging, installation, integration and migration of new technologies into your existing and emerging voice, video and data environment.

OPERATE, MANAGE & MAINTAIN – LGS Innovations LLC provides services associated with the day-to-day operations and management of the Government's voice, video and data environment. These services ensure system/network reliability and maximize performance. Flexible service options include on-site support, remote monitoring and management through our Network Operating Centers, rapid response, training and service agreements.

VOICE & DATA NETWORKING SERVICES – LGS Innovations LLC's Lifecycle Services can be easily tailored to provide technical planning and support to ensure system reliability and to maximize system availability. LGS Innovations LLC offers full engineering, installation and integration services as well as software application conversion and system migration. LGS Innovations LLC can manage your data networks on-site or remotely – operating as backup to your existing staff or as your primary network management team.

VIDEO NETWORKING –LGS Innovations LLC can design, install, test and integrate video networking equipment into your network. With a large staff of highly trained consultants and technicians and world-class technical facilities, we specialize in providing a total visual solution for virtually any application. Our services cover planning strategies and video room design to installation, management, maintenance and upgrades. We can supplement your internal staff or act as the single point of contact for all equipment maintenance.

DIGITAL RECORDERS – LGS Innovations through its vendor Hie Electronics can provide site surveys, installation and integration for Digital Recorder based products and systems.

LGS INNOVATIONS LLC SERVICE AGREEMENTS/EXPERT SUPPORT, DIAGNOSIS, AND RESPONSE – 24-Hour Support – Customer Care Center is staffed 24 hours a day, 7 days a week, 365 days a year with highly-trained system specialists ready to diagnose and resolve system problems as soon as they arise.

EXPERT SYSTEM SUPPORT – LGS Innovations LLC provides around-the-clock remote monitoring and diagnoses and trouble resolution with a patented application of artificial intelligence developed by Bell Labs that responds to system-generated alarms. This system can identify potential problems and clear them before you even know a problem exists.

EMERGENCY SERVICE PLAN – When disaster strikes, LGS Innovations LLC quickly and effectively mobilizes resources to maximize system uptime for our customers. And, normally within 24 hours of your request, we ship an interim replacement system and work with you until your communications are restored. This fee-based service is available on a priority basis for Service Agreement customers.

HELP LINES – For Service Agreement customers, quick answers to general and specific product and feature/function questions are just a phone call away. Help Lines provides easy access to expert consultation for all LGS Innovations LLC supported products, including multi-vendor solutions.

PREVENTIVE MAINTENANCE – A communications system is an important investment for any Agency, and LGS Innovations LLC helps protect that investment with a regular program of preventive maintenance. Our technicians keep your system running smoothly through routine on-site maintenance such as filter replacements and battery checks.

See Section entitled “Complete Lifecycle Services” for a further breakdown of LGS Innovations LLC services.

a. The commercial job title descriptions are provided below.

(1) **IT Technician**

Minimum/General Experience: A technician with a minimum of 8 years experience in site survey, installation, maintenance and field support for a range of telecommunications and ADP systems.

Functional Responsibility: Capable of working independently in troubleshooting hardware and LAN/WAN trouble calls, and leading site installations.

Minimum Education: Minimum of a high school diploma and training in a variety of telecommunications or ADP systems.

(2) **Hardware Technician**

Minimum/General Experience: A minimum of 3 years experience in installation and maintenance of a range of telecommunications or ADP hardware.

Functional Responsibility: Provides installation and maintenance support to team leaders.

Minimum Education: Minimum of a high school diploma and training in specific equipment and functions.

(3) **Senior Consultant**

Minimum/General Experience: At least 15 years experience in the IT/Telecommunications industries. Has a broad range of IT industry experience and is recognized as a subject matter expert in one or more fields. A senior consultant will have excellent communication skills and will be articulate with the most senior levels of management.

Functional Responsibility: Acts as lead for large complex projects and directs other team members.

Minimum Education: BS/MS degree (or equivalent) with focus in Computer Science, Electrical Engineering, or comparable technical or scientific discipline.

(4) **Principal Information Engineer**

Minimum/General Experience: An expert in his/her field of technical expertise, with typically at least 10 years of solid technical experience in the IT industry. A Principal Information Engineer will have experience on a wide range of systems and be capable of designing and managing the delivery of systems integration solutions.

Functional Responsibility: Acts as lead for large projects and directs other team members.

Minimum Education: BS/MS degree (or equivalent) with focus in Computer Science, Electrical Engineering, or comparable technical or scientific discipline.

(5) **Senior Technical Specialist**

Minimum/General Experience: At least a minimum of 6 years experience in IT. Will have had progressive experience in the full software development cycle or telecommunications systems design and implementation.

Functional Responsibility: Capable of operating independently and leading a team in performance of assignments.

Minimum Education: BS degree (or equivalent) with focus in software and telecommunications systems integration or comparable technical discipline.

(6) **Technical Specialist**

Minimum/General Experience: An experience computer professional with experience in systems integration/networking or implementing and maintenance of software applications, with in-depth knowledge of either UNIX or PC systems and relevant development systems.

Functional Responsibility: Provides technical support to team leaders.

Minimum Education: A minimum of a high school diploma and training in one or more networking areas.

(7) **System Administrator**

Minimum/General Experience: A computer professional with experience of installing and operations support of operating system and commercial applications software, including networking and standalone systems. Optimizes system operation and resource utilization, and performs system capacity analysis and planning.

Functional Responsibility: Capable of operating independently and leading a team in the performance of assignments.

Minimum Education: A minimum of a high school diploma and training in one or more networking areas.

(8) **Program Manager**

Minimum/General Experience: A specialist with a minimum of 8 years experience in Program Management.

Functional Responsibility: Serves as the Contractor's authorized interface with the Government and is responsible for overall contract performance. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes and goals of the organization to subordinates.

Minimum Education: BS/MS degree (or equivalent) with focus in Program and Contract Management discipline.

(9) **Project Manager**

Minimum/General Experience: A specialist with a minimum of 6 years experience in Project Management.

Functional Responsibility: Serves as the project manager for a task order or a group of task orders affecting the same system and shall assist the Program Manager in working with the Government. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.

Minimum Education: BS/MS degree (or equivalent) with focus in Program/Project Management discipline.

(10) **Internet Security Engineer**

Minimum/General Experience: An expert in the field with typically at least 6 - 8 years of solid technical experience. The Internet Security engineer will be experienced in the design, development, implementation of secure communications systems and be capable of recognizing and dealing with attacks on secure communications systems. Detailed knowledge of security algorithms for public key, symmetric key and authentication algorithms including the protocols that use these algorithms. Experience with the building blocks of modern security systems, such as LDAP Servers, Certificate Authorities, Key Management Systems and underlying standards. Experience with recommendations for these blocks, such as X.509, IPSEC, IKE (Oakley resolution with ISAKMP) and SET. Experience with performing attack analysis on protocols and systems a plus.

Functional Responsibility: Acts as lead for large projects and directs other team members.

Minimum Education: MS degree in Electrical Engineering, Computer Science or industry equivalent experience.

(11) **Senior Systems Architect**

Minimum/General Experience: Microsoft™ or industry Certified System Engineer. Must be

certified in the appropriate Microsoft™ Back Office products and have experience in designing complex systems and producing formal implementation plans.

Functional Responsibility: Acts as systems architect/team leader in multi-engineer teams, working on networking and communications projects. Assumes primary responsibility for system design, implementation, consults with clients to determine needs and meets with clients on an on-going basis throughout system development. Performs task analysis to determine resources needed and supervises network and communications engineers and other personnel participating on the systems team. Integrates Microsoft™/Novell™/Bayan Vines™/DEC™, etc. technologies.

Minimum Education: MS degree in the sciences or business, or industry equivalent experience.

- b. The IT Professional Services pricelist is provided below.
 - (1) The hourly rates specified below shall apply regardless of whether the services are performed by LGS Innovations LLC or its subcontractors.
 - (2) The charges apply to purchases of contracted professional services during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m., exclusive of Government, LGS Innovations LLC or local holidays). In those instances where an ordered service cannot be supported from within a 50 mile radius, LGS Innovations LLC will, upon receipt of an order for services, provide the procurement office a not-to-exceed estimate of the travel and per diem costs for that specific order.

LGS INNOVATIONS LLC GSA SCHEDULE – GS-35F-0429L

IT PROFESSIONAL SERVICES

SIN 132-51

LGS Ordering Code	Description	Hourly Labor Rate
5025AE	IT Technician	\$ 76.35
5025BE	Hardware Technician	\$ 45.90
5027BA	Senior Consultant	\$ 218.88
5027CA	Principal Information Engineer	\$ 179.52
5027EA	Senior Technical Specialist	\$ 160.92
5027FA	Technical Specialist	\$ 109.29
5027GA	System Administrator	\$ 81.21
5027JA	Program Manager	\$ 206.36
5027KA	Project Manager	\$ 161.47
5027RA	Internet Security Engineer	\$ 268.75
5027SA	Senior Systems Architect	\$ 237.69

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LGS INNOVATIONS LLC GSA SCHEDULE – GS-35F-0429L

PRODUCTS AND SERVICES PRICELIST

VIDEO TELECONFERENCING ELECTRONIC ROOM EQUIPMENT MAINTENANCE (132-12)

LGS Product Code	Description	Monthly GSA Maint Price	WTY Period
0301AA	EXECUTIVE ROOM CONFIGURATION MAINTENANCE consists of: Three (3) Monitors (incoming, outgoing, graphics); One (1) CODEC (Tandberg,Polycom); Five (5) Cameras (includes graphics system, i.e. Elmo EV-308, Elmo EV-368); Two (2) VCR; Control System (i.e., AMX { up to 2 touch panels}, Pan & Tilt Unit (1 or 2); Video Switcher (i.e. Dynair, Autopatch); Hardcopy Printer; Secure Switches (includes modems and cable up to but not including KG equipment); Non-Secure Switches (includes associated cable and equipment); Fiber Modems; Audio System (i.e. Coherent, Gentner); Mixers, Echo Cancellers, Bridging Equipment; Video and Audio Monitoring Devices (i.e. Line Monitor, Vector Scopes)	\$ 945.32	N/A
0301AB	MODULAR ROOM CONFIGURATION MAINTENANCE consists of: Two (2) Monitors (incoming, outgoing One(1) CODEC(Tandberg,Polycom);Three (3) Cameras; One (1) VCR; Control System (i.e., AMX); One (1) Pan & Tilt Unit; Video Switcher (i.e. Dynair, Autopatch); Secure Switches (includes modems and cable up to but not including KG equipment); Non-Secure Switches (includes associated cable and equipment); Fiber Modems; Audio System (i.e. Coherent, Gentner); Mixers, Echo Cancellers, Bridging Equipment; Video and Audio Monitoring Devices (i.e. Line Monitor, Vector Scopes)	\$ 613.21	N/A
0301AC	ROLLABOUT ROOM CONFIGURATION MAINTENANCE consists of: One (1) Monitor (incoming, outgoing, graphics); One (1) CODEC(Tandberg,Polycom); One (1) Camera; Control System (i.e., AMX); One (1) Pan & Tilt Unit; Video Switcher (i.e. Dynair, Autopatch); Secure Switches (includes modems and cable up to but not including KG equipment); Non-Secure Switches (includes associated cable and equipment); Fiber Modems; Audio System (i.e. Coherent, Gentner); Mixers, Echo Cancellers, Bridging Equipment;	\$ 227.25	N/A
0302AA	Color Projector (i.e. Barco)	\$ 328.34	N/A
0302AB	Coder/Decoder (CLI II/VP)	\$ 357.59	N/A
0302AJ	Coder/Decoder (Tandberg, Polycom)	\$ 221.65	N/A
0302AC	Additional Monitor (up to 35")	\$ 18.38	N/A
0302AD	Additional Monitor (35" and larger)	\$ 26.35	N/A
0302AE	Additional Camera	\$ 21.46	N/A
0302AF	VCR	\$ 4.90	N/A
0302AG	Graphics Camera (i.e. Elmo EV-308; Elmo EV-368)	\$ 15.32	N/A
0302AH	Hardcopy Printer	\$ 7.35	N/A
0302AK	Plasma Display Panel (42" and smaller)	\$ 120.61	N/A
0302AL	Plasma Display Panel (Larger than 42")	\$ 206.85	N/A
0302AM	Cassette Deck	\$ 6.02	N/A
0302AN	Inverse Multiplexer	\$ 145.49	N/A
0302AO	Basic Audio System	\$ 75.38	N/A
0302AP	Standard Audio System	\$ 100.51	N/A
0302AQ	Deluxe Audio System	\$ 141.72	N/A
0302AR	Basic Video System	\$ 360.84	N/A
0302AS	Standard Video System	\$ 473.37	N/A
0302AT	Deluxe Video System	\$ 522.61	N/A
0302AU	Standard Control System	\$ 186.94	N/A
0302AV	Deluxe Control System	\$ 322.61	N/A
0302AW	Standard Network System	\$ 94.47	N/A
0304AC	Site Survey - On-Site (One-Time Charge)	\$ 1,373.65	N/A
0300MAT	Maintenance - Material	\$ 1.00	N/A

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LGS INNOVATIONS LLC GSA SCHEDULE – GS-35F-0429L

PRODUCTS AND SERVICES PRICELIST

VIDEO/AUDIO TELECONFERENCING SOLUTIONS (132-8)

LGS Product Code	Description	GSA Price	WTY Period
0401BAS	BASIC AUDIO SYSTEM intended to be integrated with industry standard video conferencing components. System is designed for roll-about to small sized rooms, handling up to 6 active conference participants.	\$ 6,469.65	90 days
0401SAS	STANDARD AUDIO SYSTEM to be integrated with industry standard video conferencing components. System is designed for small to medium sized room, handling up to 12 active conference participants. System is designed for integrated room installation.	\$ 9,305.43	90 days
0401DAS	DELUXE AUDIO SYSTEM to be integrated with industry standard video conferencing components. System is designed for medium to large sized room handling 18 or more active conference participants. Sound re-enforcement and integrated commercial audio capabilities (i.e. radio receiver, CD playback, etc.) System is designed for integrated room installation.	\$ 12,644.27	90 days
0402BVS	BASIC VIDEO SYSTEM is intended to be integrated with industry standard video conferencing components. System is designed for roll-about to small sized rooms, handling up to 6 active conference participants.	\$ 29,397.48	90 days
0402SVS	STANDARD VIDEO SYSTEM to be integrated with industry standard video conferencing components. System is designed for small to medium sized room, handling up to 12 active conference participants. System is designed for integrated room installation.	\$ 33,420.39	90 days
0402DVS	DELUXE VIDEO SYSTEM to be integrated with industry standard video conferencing components. System is designed for medium to large sized rooms handling 18 or more active conference participants. Additional video is added to accommodate gallery participants.	\$ 35,427.47	90 days
0403SCS	STANDARD CONTROL SYSTEM The Standard Conference Control System is designed to be integrated with industry standard video conferencing components. System is designed for centralized control of video conference room A/V peripherals, audio system, video systems and Codecs. The system is designed for small to medium sized rooms.	\$ 24,875.16	90 days
0403DCS	DELUXE CONTROL SYSTEM The Deluxe Conference Control System is designed to be integrated with industry standard video conferencing components. System is designed for centralized control of video conference room A/V peripherals, audio system, video systems and Codecs. This system features expanded functionality in video manipulation and LAN integration. This system is designed for medium to large rooms or rooms requiring advanced video and LAN functions.	\$ 37,438.68	90 days
0404SNS	STANDARD NETWORK SYSTEM The Standard Network System is designed for all room installation requiring video conferencing with standard capabilities. The system provides the core video conferencing functionality to A/V systems to facilitate video conferencing.	\$ 23,618.87	90 days

NOTES:

Pricing for the offerings listed represent material only. Labor and installation are offered separately utilizing the LGS Innovations LLC Professional Services CLINs found in SIN 132-51.

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PRODUCTS AND SERVICES PRICELIST

ELECTRONIC DATA MANAGEMENT

SIN	MFG #	DESCRIPTION	GSA PRICE	WTY
132-34	MIDAS-SW-SUS	MIDAS - Monthly Software Maintenance and Support Plan - Site Wide (minimum 12 months)	\$ 3,169.00	N/A
132-34	MM-SW-SUS	Media Pro Server - Monthly Software Maintenance and Support Plan (minimum 12 months)	\$ 472.14	N/A
132-34	ACATSS-SUS	Aperture Card Analysis and Tracking Support Services - Monthly Software Maintenance and Support Plan (minimum 12 months)	\$ 805.57	N/A
132-33	MIDAS	Modified Image Display and Access Software (MIDAS); Microsoft Windows application suite allows users to electronically access Government engineering data repositories, request data, receive/manage downloaded data, upload JEDMICS compatible data, provide user image viewing/printing from workstation screen versus receiving data on aperture cards/paper. Download at no charge from www.ec-edi.com	No Charge	N/A
132-33	MM-SK-R1	Media Pro Software Kit; Software integrated solution used on customer server platform.	\$ 19,437.71	90 days
132-33	ACATSS-C	Aperture Card Analysis and Tracking Support Services - Client (per client software license)	\$ 224.64	90 days
132-33	MMIS-C	Media Pro - Client (per client license)	\$ 1,340.50	90 days
132-33	ACATSS-S	Aperture Card Analysis and Tracking Support Services - Server; Hardware/software integrated solution using Microsoft SQL database to store, analyze, track, process and manage aperture card information including, but not limited to JEDMICS.	\$ 48,338.45	90 days
132-8	MMS-R1	Media Pro Server; Hardware/software integrated server based solution provides ability to accept, read, input engineering data; convert or re-convert data into several raster data formats; transmit, write, output converted engineering data to CD-ROM, magnetic disk or Internet.	\$ 29,169.68	90 days

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ALCATEL USA PRODUCT PRICELIST

SIN	Product Number	Product Description	GSA Price w/IFF	Warranty
132-8	408649044-C	INC-to-INC interface	\$ 21,808.56	1 Year
132-8	408649044-D	Real-time Fault interface - G2, SNMP, TL1, MTOSI	\$ 21,808.56	1 Year
132-8	408649044-E	Other SB / NB interface	\$ 21,808.56	1 Year
132-8	408649044-J	Email Notification / Instant Messenger	\$ 21,808.56	1 Year
132-8	109151969	INC Documentation	\$ 1,118.39	1 Year
132-33	408649044-A	1340 INC Starter Kit RTU Pricing	\$ 44,278.66	1 Year
132-33	408649044-B	1340 INC Additional simultaneous Users	\$ 726.95	1 Year
132-33	109614172	1340 INC Large MSPP NE RTU Fee (1675 LambdaUnite, 1850 TSS-320, 1678)	\$ 10,289.17	1 Year
132-33	109559450-A	1340 INC 1665DMX NE RTU Fee	\$ 1,853.73	1 Year
132-33	109622233	1340 INC WSM Service Shelf NE RTU fee	\$ 2,907.81	1 Year
132-33	109622241	1340 INC WSM Repeater Shelf NE RTU Fee	\$ 726.95	1 Year
132-33	109559443	1340 INC RTU, OC1 NE RTU fee	\$ 726.95	1 Year
132-33	109559450-B	1340 INC RTU, OC3/OC12 (DMXtend, DMXplore, 1850 TSS-5)	\$ 1,235.82	1 Year
132-33	109559468	1340 INC RTU, OC48/OC192 (1850 TSS-100)	\$ 2,348.61	1 Year
132-33	109774299	1340 INC 1830 PSS-1 NE RTU fee (full NMS support excluding Provisioning functionality)	\$ 363.48	1 Year
132-33	109774307	1340 INC 1830 PSS-4 NE RTU fee (full NMS support excluding Provisioning functionality)	\$ 726.95	1 Year
132-33	109774315	1340 INC 1830 PSS-16 NE RTU fee (full NMS support incl. Provisioning functionality)	\$ 1,744.69	1 Year
132-33	109774323	1340 INC 1830 PSS-32 NE RTU fee (full NMS support incl. Provisioning functionality)	\$ 3,634.76	1 Year
132-33	408649044-F	CORBA interface	\$109,042.82	1 Year
132-33	408649044-G	Data export interface (DNA)	\$ 21,808.56	1 Year
132-33	408649044-H	Enhanced PM for DS1/DS3 (Pricing shown is applicable to each \$1 of total RTU Price)	.19	1 Year
132-33	408649044-I	Network Ethernet Management (for specific NE modes) (Pricing shown is applicable to each \$1 of total RTU Price)	.19	1 Year
132-34	109151639	24 Hour x 7 Day Coverage (Platinum Level) (Pricing shown is applicable to each \$1 of total RTU Price)	.28	N/A

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HIE ELECTRONICS PRICELIST

SIN	Product Number	Product Description	GSA Price w/IFF	Warranty
132-8	866	TBYTe Model 8.6.6 - includes Server with 6TB Cache (RAW), (8) Slots for TeraStacks, Robotics, Servo System, (6) Drives for Archiving/Restoring - Product Description: integrated data storage device; (8) cartridge slots for TeraStacks; disc manipulator; (6) burning/reading stations; machine controller-based communication system; master information control system; computer hardware and software tools; maximum capacity 1000 Blu-ray discs	\$ 76,129.89	1 Year
132-8	81428	TBYTe Model 8.14.28 - includes Server with 28TB Cache (RAW), (8) Slots for TeraStacks, Robotics, Servo System, (14) Drives for Archiving/Restoring - Product Description: integrated data storage device; (8) cartridge slots for TeraStacks; disc manipulator; (14) burning/reading stations; machine controller-based communication system; master information control system; computer hardware and software tools; maximum capacity 1000 Blu-ray discs	\$ 91,623.67	1 Year
132-8	TS625R	TeraStack® - 6.25TB Write Once - includes TeraStack, Cover, (125) 50GB Blu-ray Write Once Discs - Product Description: proprietary cartridge holding tightly layered optical media; embedded flash memory	\$ 5,424.66	1 Year
132-8	TS625RE	TeraStack® - 6.25TB Rewrite - includes TeraStack, Cover, (125) 50GB Blu-ray Rewrite Discs - Product Description: proprietary cartridge holding tightly layered optical media; embedded flash memory	\$ 5,424.66	1 Year
132-12	BHM	Model 8.6.6 Basic Hardware Maintenance (per year) Maintenance agreement for purchased hardware, normal working hours only, installation services not included (Included with initial purchase at no charge) (Onsite Travel & Living Expenses Not Included)	\$ 5,738.18	
132-12	BHM2	Model 8.14.28 Basic Hardware Maintenance (per year) Maintenance agreement for purchased hardware, normal working hours only, installation services not included, (Included with initial purchase at no charge) (Onsite Travel & Living Expenses Not Included)	\$ 6,940.03	
132-12	PHSM1	Model 8.6.6 Premium Hardware & Software Maintenance (per year) - Maintenance agreement for purchased hardware & software, 24x7, onsite service included - first year only	\$ 17,513.64	
132-12	PHSM2	Model 8.6.6 Premium Hardware & Software Maintenance (per year) - Maintenance agreement for purchased hardware & software, 24x7, onsite service included - after first year	\$ 23,251.82	

SIN	Product Number	Product Description	GSA Price w/IFF	Warranty
132-12	PHSM5	Model 8.14.28 Premium Hardware & Software Maintenance (per year) - Maintenance agreement for purchased hardware & software, 24x7, onsite service included - first year only	\$ 21,118.30	
132-12	PHSM6	Model 8.14.28 Premium Hardware & Software Maintenance (per year) - Maintenance agreement for purchased hardware & software, 24x7, onsite service included - after first year	\$ 28,058.33	
132-12	OHSS	Tier 2 / Tier 3 On/Off-Site Hardware & Software Support (per hour) - Normal rate for support services (Onsite Travel & Living Expenses Not Included)	\$ 347.91	
132-12	OHSS1	Tier 2 / Tier 3 On/Off-Site Hardware & Software Support (per hour) - After hours rate for support services (Onsite Travel & Living Expenses Not Included)	\$ 521.86	
132-12	OHSS2	Tier 2 / Tier 3 On/Off-Site Hardware & Software Support (per hour) - Sunday/Holiday rate for support services (Onsite Travel & Living Expenses Not Included)	\$ 695.81	
132-12	THSS	Tier 2 Telephone Hardware & Software Support (per hour) - Normal rate for telephone support services; minimum charge is (1) hour then charged in increments of 1/4 hour	\$ 149.10	
132-12	THSS1	Tier 2 Telephone Hardware & Software Support (per hour) - After hours rate for telephone support services; minimum charge is (1) hour then charged in increments of 1/4 hour	\$ 223.66	
132-12	THSS2	Tier 2 Telephone Hardware & Software Support (per hour) - Sunday/Holiday rate for telephone support services; minimum charge is (1) hour then charged in increments of 1/4 hour	\$ 298.21	

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USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

To 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 **Jennifer Howell, telephone (336)279-4558, jcoke@lgsinnovations.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

Agency Date

Contractor Date

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, LGS Innovations LLC agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

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

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

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

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

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

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

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and LGS Innovations LLC'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 ordering activity requirements.

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

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

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

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

Here is a general outline on how it works:

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

POINTS OF CONTACT FOR OBTAINING INFORMATION

1. HOW TO OBTAIN COPIES OF THE GSA SCHEDULE

Copies of this GSA Schedule pricelist may be obtained by calling (336) 279-6399, visit our Web Site: <http://www.lgsinnovations.com> or sending an e-mail to lmwilliamson@lgsinnovations.com

2. WHERE TO PLACE ORDERS, INQUIRE ABOUT AN ORDER, INVOICE OR PAYMENT AND OBTAIN PRODUCT INFORMATION OR TECHNICAL ASSISTANCE

Electronic Data Management and Professional Services Organization Products

LGS Innovations LLC
Electronic Data Management and
Professional Services Organization
4090 Premier Drive
High Point, NC 27265-8142
(800) 654-4016
lgs_orders@lgsinnovations.com

Video Conferencing Electronic Room

LGS Innovations LLC
Multimedia Services Customer Support Center
Room TL01
4090 Premier Drive
High Point, NC 27265-8142
(800) 882-3286 Voice
(336) 279-3091 Fax
lgs_orders@lgsinnovations.com

IT Professional Services Equipment Maintenance

LGS Innovations LLC
GSA Order Processing
4090 Premier Drive
High Point, NC 27265-8142
(336) 279-6399
lgs_orders@lgsinnovations.com

3. WHERE TO OBTAIN MAINTENANCE/SUPPORT

- a. Electronic Data Management and Professional Services Organization products call Customer Support Center/Help Desk (800) 654-4016.
- b. Video Conferencing Electronic Room Equipment Maintenance call Multimedia Service Customer Support Center (800) 882-3286.

List of Participating Dealers
LGS Innovations LLC GSA Schedule GS-35F-0429L

None

COMPLETE LIFECYCLE SERVICES

(Data Networking, Voice Networking, Video Networking, Call Centers)

PROGRAM/PROJECT MANAGEMENT

Operations Planning, Work Breakdown Structure • Scheduling, Resource/Task Tracking

PLAN	BUILD	OPERATE, MANAGE & MAINTAIN
<p>Consulting</p> <ul style="list-style-type: none"> • Needs Analysis • Systems Engineering • Security Assessments • Risk Assessments <p>Survey</p> <ul style="list-style-type: none"> • Site Visit • Examine Environments • Review Site Drawings • Review Requirements • Personal Interviews <p>Analysis</p> <ul style="list-style-type: none"> • Establish Objectives & Strategy • Functional Specifications • Logical Analysis/Design <p>Design</p> <ul style="list-style-type: none"> • Develop Architecture • Physical Design • Data/User Migration Plan • Security Policy Definition 	<p>Staging</p> <ul style="list-style-type: none"> • Hardware/Software Integration <p>Installation</p> <ul style="list-style-type: none"> • Inside/Outside Plant • Termination • Equipment • Physical Implementation <p>Integration</p> <ul style="list-style-type: none"> • Security Policy • Logical Implementation • Configurations • Legacy Integration <p>Migration</p> <ul style="list-style-type: none"> • Data/Business Analysis <ul style="list-style-type: none"> • Application Conversion • Database Design 	<p>On-Site Support</p> <ul style="list-style-type: none"> • Transition Engineer • Systems Administration • Network Monitoring/Management • Help Desk <p>Remote Support</p> <ul style="list-style-type: none"> • Remote Network Monitoring Mgmt. • Remote Administration • Customer Care Center <p>Hourly</p> <ul style="list-style-type: none"> • Rapid Response • Security Certification • Security Accreditation <p>Training</p> <ul style="list-style-type: none"> • Specialized Coaching • Customized Training <p>Service Agreements</p> <ul style="list-style-type: none"> • Warranty • Third-Party Products