

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



- Provides Streaming Video, Video Conferencing Equipment, Rental and Services -

SIN 132-4 - Daily / Short Term Rental
SIN 132-51 - Information Technology Professional Services
SIN 132-52 - Electronic Commerce Services

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dba as **TKO Video Communications**
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Contract Number:
GS-35F-0193W

Under Solicitation No. FCIS-JC-980001-B
Period Covered by Contract: January 15th, 2010 – January 14, 2025

General Services Administration - Federal Acquisition Service
Modification Number for Term of Contract is: #PO-0018
Mod. No. 0023 Initiated through Rapid Action Contract Modification
eMod-ID #D2KIM32K; Option to Extend
Effective Jan. 15, 2020; Term 5 Years

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

**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SPECIAL ITEM NUMBER 132-4 - DAILY / SHORT TERM RENTAL

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

| | |
|----------------|--|
| FPDS Code D301 | IT Facility Operation and Maintenance |
| FPDS Code D302 | IT Systems Development Services |
| FPDS Code D306 | IT Systems Analysis Services |
| FPDS Code D307 | Automated Information Systems Design and Integration Services |
| FPDS Code D308 | Programming Services |
| FPDS Code D310 | IT Backup and Security Services |
| FPDS Code D311 | IT Data Conversion Services |
| FPDS Code D313 | Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services |
| FPDS Code D316 | IT Network Management Services |
| FPDS Code D317 | Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76) |
| FPDS Code D399 | Other Information Technology Services, Not Elsewhere Classified |

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

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

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

SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

| | |
|----------------|--|
| FPDS Code D304 | Value Added Network Services (VANs) |
| FPDS Code D304 | E-Mail Services |
| FPDS Code D304 | Internet Access Services |
| FPDS Code D304 | Navigation Services |
| FPDS Code D399 | Other Data Transmission Services, Not Elsewhere Classified - Except “Voice” and Pager Services |

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

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

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

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address

Turn-Key Operations, Inc.
dba TKO Video Communications
1665 Willow Street
San Jose, CA 95125
Tel: (202) 962-0990

Payment Address

Turn-Key Operations, Inc.
dba TKO Video Communications
1665 Willow Street
San Jose, CA 95125

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar

amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Turn-Key Operations, Inc
dba TKO Video Communications
Tel: (202) 962-0990
Tel: (800) 216-3476

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept Payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATICAL 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: 965715717
- Block 30: Type of Contractor - B. Other Small Business
- Block 31: Woman-Owned Small Business - No
- Block 36: Contractor's Taxpayer Identification Number (TIN) 77-041-5551
- 4a. CAGE Code: 1X2Z0
- 4b. Contractor has registered with the Central Contractor Registration/SAM Database.

5. FOB DESTINATION - Destination

6. DELIVERY SCHEDULE

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

| SPECIAL ITEM NUMBER | DELIVERY TIME (Days ARO) |
|---------------------|--------------------------|
| SIN 132-4 | ARO 30. |
| SIN 132-51 | ARO 30. |
| SIN 132-52 | ARO 30. |

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

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment – None.
 - b. Quantity - Quantity discounts offered.
 - c. Dollar Volume – .5% Discount on orders at \$250,000 and above.
 - d. Government Educational Institutions - GEI's are offered the same discount as all other government customers

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

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

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: None**

10. **SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is \$100.

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
 - Special Item Number 132-4 - Daily / Short Term Rental
 - Special Item Number 132-51 - Information Technology Professional Services
 - Special Item Number 132-52 - Electronic Commerce (EC) Services

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

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

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

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

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

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage

determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE

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

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

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

(b) The following statement:

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

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

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

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

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

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

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract.

(d) The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO
DAILY / SHORT TERM RENTAL OF GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT
(SPECIAL ITEM NUMBER 132-4)**

1. STATEMENT

- a. It is understood by all parties to this contract that this is a daily or short term rental arrangement. In the sense that someone would **rent** a car for a day or a week and **lease** it for one or more years, the intent of this Schedule pricelist is to provide for the rental of Information Technology products for brief periods of time for purposes such as disaster recovery, trade shows, short term training support or other short term requirements. If the ordering activity's requirement is likely to exceed six months, then other means of acquisition such as lease or purchase should be considered.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and the guidelines provided in Federal Property Management Regulations (FPMR) 101-25.5 Guidelines for Making Purchase or Lease Determinations, in determining whether equipment should be acquired by purchase, lease or rental.

2. RENTAL ARRANGEMENTS

- a. In recognition of the types of products on this Schedule and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event, so long as the ordering activity is not in default. The equipment shall remain in the possession of the ordering activity until the expiration of the rental agreement. Any assignment, sale, bankruptcy, or other transfer of the rented equipment by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.
- b. GSAR 552.232-23 Assignment of Claims is incorporated herein by reference as part of this pricelist.

3. ORDERING PROCEDURE

- a. When an ordering activity wishes to place a rental order through this Schedule, the following information will be provided to the vendor:
1. The required products,
 2. The required delivery date,
 3. The term of the rental order, and
 4. The location and intended use of the equipment.
- b. The vendor will respond with whether the equipment can be provided on the required delivery date.

4. MAINTENANCE AND INSTALLATION

Maintenance is included in the charge for rental. The ordering activity may obtain installation from the Contractor or from other sources, including ordering activity performed installation and/or maintenance.

5. RENTAL PAYMENTS

- a. Rental payments are as stated in this pricelist.

b. If the sum of the payments exceeds 150% of the stated initial value of the rented property, then ownership of the rented property transfers to the renting ordering activity.

6. ORDER END OPTION

At the end of the order rental term, the ordering activity will return the equipment to the Contractor pursuant to paragraph 12 unless by written notice, at least three (3) days prior to expiration of the rental term, the ordering activity elects to extend the rental order.

7. UPGRADES AND ADDITIONS

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

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

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

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

c. Any Additions which are not so removable will become the Contractor's property (lien free).

8. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

9. TITLE

The rented property shall always remain the property of the Contractor. The ordering activity shall have no right or interest in the equipment except as provided in this rental Schedule and the rental order and shall hold the property subject and subordinate to the rights of the Contractor.

10. TAXES

The Contractor is responsible for all state and local taxes.

11. DISCONTINUANCE AND TERMINATION

Equipment rented under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (l) Termination for the ordering activity's convenience.

12. RETURN OF EQUIPMENT

a. Within three (3) days after the date of expiration or termination of rental order, the ordering activity shall, at its own risk and expense, have the equipment packed for shipment in accordance with the Contractor's specifications and shall return the equipment to the Contractor at the Contractor's facility nearest to the ordering activity location, in the same condition as when delivered, ordinary wear and tear excepted.

b. Upon request by the ordering activity and at the ordering activity's expense, the Contractor shall assist in the deinstallation and packing of equipment so terminated or discontinued. Such services, if required, are outside the scope of the contract.

c. The vendor shall conduct a timely inspection of the returned products and within 30 days of the return, assert any claim if the equipment condition exceeds normal wear and tear.

13. RENTAL SERVICES DESCRIPTIONS AND PRICING (SIN 132-4)

TKO Video Communications Daily/Short Term Rental Audio Visual Room and Equipment Rental

| <u>Product Description</u> | <u>Product #</u> | <u>GSA Price</u> |
|--|---------------------|------------------|
| 1. <u>San Jose, CA. Video Conf. Room Std. Def.</u> Includes rental of H.264 standard definition video codec with monitor. Room capacity is 1 to 2 people. | 1SANJOSCA-USA-B01TK | \$141.05 |
| 2. <u>San Jose, CA. Video Conf. Room, High Def.</u> Includes rental of H.264 high definition video codec with monitor. Room capacity is 1 to 10 people. | 1SANJOSCA-USA-B02TK | \$189.41 |
| 3. <u>Satellite Business Link per day</u> Includes uplink broadcast satellite equipment rental, tech support and cabling. Includes 3 hours of Transmission unencrypted, in the clear. Includes fixed rental of downlink Ku Band, and link to a video conference gateway. | EBS09-ULMM-TG3-CLR | \$8,185.94 |
| 4. <u>HVAC Service for Non-Bus. Hours Event/day</u> Heating and/or Air conditioning rental service provided during a non-business our meeting. Flat rate per meeting. | EBV-AC | \$50.38 |
| 5. <u>Multipoint Conferencing System Rental; High definition</u> H.264 capability H.323 System. Priced Per day of rental. | EQR-C4500MCU-D | \$2,538.90 |
| 6. <u>Equipment Rental Package #EA1 one day rental</u> Includes minimum 3500 Lumen Projector Qty = 1 Projection Screen Qty = 1, Wireless microphones Qty =4 In-Room Speakers Qty =2, PTZ Camera Qty =1 Pipe and Drape Qty = 40'. | EQR-EA1 | \$6,296.86 |
| 7. <u>Multipoint Conferencing System Rental Standard</u> H.264 capability H.323 System. Per day of rental. | EQR-PMG25MCU-D | \$1,800.91 |
| 8. <u>Tandberg 6000 NPP/MS 768K/3MB Flypack / Day.</u> Priced per day of rental. | EQR-T6000FLPK-D | \$2,269.39 |
| 9. <u>Tandberg 6000 NPP/MS 768K/3MB Flypack / Month.</u> Priced per month of rental. | EQR-T6000FLPK-M | \$3,521.21 |
| 10. <u>Video Conferencing System Rental; High definition (720p)</u> H.323/H.320 BRI capability. Priced per day of rental. | EQR-VTCPK-1DSO-HD | \$569.49 |
| 11. <u>Conferencing System Rental; Standard definition Video</u> H.323/H.320 BRI capability. Priced per day of rental. | EQR-VTCPK-1DSO-STD | \$416.62 |

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

See next page.

TKO Video Communications - IT Professional Services - SIN 132-51

| | |
|---|--------------------------|
| Project Associate PC01H | GSA Hourly Rate: \$70.73 |
| <p>Item Number: PC01H Title: Project Associate Functional Responsibility: Work on a professional basis at all times with customers and vendors in regards to the scheduling of audio and multipoint video conferencing as well as streaming video. Setup, connect and disconnect point-to-point and multipoint video communications sessions or calls worldwide. Functioning specifically to video communication systems and technical applications. Minimum/General Experience: Familiarity with video communications equipment and software. Macintosh, Vista and/or WINXP Operating System proficiency. Excellent organizational, analytical, and communications skills Proficient in English with a further proficiency in another foreign language desirable. Minimum Education: High School Diploma with a minimum of college courses in English, math and/or science.</p> | |

| | |
|---|--------------------------|
| Project Coordinator PC02H | GSA Hourly Rate: \$79.79 |
| <p>Item Number: PC02H Title: Project Coordinator Functional Responsibility: Ability to setup multipoint video conference calls using software tools. Maintain and schedule video conferencing calls worldwide. Functioning specifically to video communication systems and technical applications. Minimum/General Experience: Two years related work experience with Macintosh and WIN95 Operating System proficiency. Proficient in English and another language desirable. Excellent communication and organizational skills. Technical knowledge of telecommunications networks and video systems. Minimum Education: High School Diploma + 1 year</p> | |

| | |
|---|---------------------------|
| Communication Specialist PC03H | GSA Hourly Rate: \$116.06 |
| <p>Item Number: PC03H Title: Communications Specialist Functional Responsibility: Schedule videoconferences using software tools. Interface with customers and vendors via videoconference or by phone Play a significant role in the answering of questions regarding scheduling, system requirements, system capacities, set-up times. Setup and maintain weekly schedules of video conference calls or streaming events for sites domestically and worldwide. Assist in training new personnel and customers as well as supervise multiple projects and personnel. Functioning specifically to video communication systems and technical applications. Minimum/General Experience: Two years related work experience in computer or related field, and computer science skills. Candidate must be familiar with telecommunications and proficient in the use of Video Conferencing systems and/or Windows WINXX /NT, Macintosh or LINUX operating systems. Minimum Education: College degree or MCSE, CNE or CVE preferred.</p> | |

| | |
|--|---------------------------|
| Sr. Communications Specialist PC04H | GSA Hourly Rate: \$134.20 |
| <p>Item Number: PC04H Title: Senior Communication Specialist Functional Responsibility: Act as lead Communications Specialist assisting other Specialists or customers when necessary. Perform preventative maintenance on systems and networks Develop reports on system's health and work with all phases of multimedia projects including setup, scheduling, testing, training, initiating customer proposals and customer forecasting. Functioning specifically to video communication systems and technical applications. Minimum/General Experience: Three years related work experience computer or telecommunications field or military experience preferred. Familiarity with telecommunication networks and multimedia systems. Excellent organizational, verbal and problem solving skills Minimum Education: College degree or MCSE, CNE or CVE required.</p> | |

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TKO Video Communications - IT Professional Services - SIN 132-51

| | |
|--|---------------------------|
| Field Engineer TS01H | GSA Hourly Rate: \$199.89 |
| <p>Item Number: TS01H Title: Field Engineer Functional Responsibility: Install, test and validate video communications networks. Install operational systems. Define and isolate hardware, software and transient network problems by phone and/or on-site. Manage and test video communications equipment and networks for multiple customers and vendors. Functioning specifically to video communication systems and technical applications. Minimum/General Experience: Four years related work experience in the video communications field. Ability to read engineering electronic schematics, mechanical and architectural drawings. Programming proficiency in Unix, JAVA , HTML and both Mac and PC, software packages as required. Minimum Education: 2 Years technical education or military</p> | |

| | |
|--|---------------------------|
| Project Manager TS02H | GSA Hourly Rate: \$234.55 |
| <p>Item Number: TS02H Title: Project Manager Functional Responsibility: Manage video communications networks and networking projects including network design and topology. Manage operational systems to enable the best use of customer hardware and network resources. Functioning specifically to video communication systems and technical applications. Minimum/General Experience: Four years related work experience. Public service or Military Experience and training are desirable. Ability to clearly articulate objectives and organizational priorities. Experience in project management and coordination of video communication projects including networks Minimum Education: College or University Bachelors degree in math or science</p> | |

| | |
|---|---------------------------|
| Project Engineer TS03H | GSA Daily Rate: \$2015.00 |
| <p>Item Number: TS03H Title: Project Engineer Functional Responsibility: Provide engineering functions including the design and management of video communications networking projects enabling the best use of customer hardware and network resources. Provide managerial functions including the management, the staffing, training as well as meeting the personnel requirements of projects for multiple customers. The Project Engineer is also in charge of managing the development of proposals for new projects including forecasting all costs and margins. Functioning specifically to video communication systems and technical applications. Minimum/General Experience: Ten years related work experience in the telecommunications field. Expertise in the video communications equipment and networks. Proficiency in Unix, Mac OS, Windows 3.11, WIN95 and NT system proficiency and AMX control systems. Ability to read and create engineering drawings. Minimum Education: 4-Year Technical Degree.</p> | |

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TKO Video Communications - IT Professional Services - SIN 132-51

| <u>Product Description</u> | <u>Product #</u> | <u>GSA Price</u> |
|---|------------------|------------------|
| 1. <u>Project Associate 20 Hrs/wk - 12 Months Rate</u> Price per month. | PC01CR12-20HM | \$4,407.81 |
| 2. <u>Project Associate - Audio & Video support, Monthly</u> Price per month. | PC01FR12M | \$8,251.43 |
| 3. <u>Project Associate - Hourly Rate</u> | PC01H | \$70.73 |
| 4. <u>Project Coordinator - Hourly Rate</u> | PC02H | \$79.79 |
| 5. <u>Project Coordinator – Per Day</u> | PC02 | \$602.08 |
| 6. <u>Communications Specialist - CR12 Rate</u> Price per month with a twelve-month contract. | PC03-CR12 | \$11,107.69 |
| 7. <u>Communications Specialist - Hourly Rate</u> | PC03H | \$116.06 |
| 8. <u>Senior Communications Specialist - Hourly Rate</u> | PC04H | \$134.20 |
| 9. <u>Field Engineer - Per Day</u> | TS01 | \$1,360.13 |
| 10. <u>Field Engineering support</u> Price per month on a twelve-month contract. | TS01FR12MVSE | \$14,508 |
| 11. <u>Field Engineer - Hourly Rate</u> | TS01H | \$199.89 |
| 12. <u>Video Engineering Support - Hourly Rate</u> | TS01RH | \$119.29 |
| 13. <u>Project Manager</u> Priced per day. | TS02 | \$1,410.50 |
| 14. <u>Project Manager - Hourly Rate</u> | TS02H | \$234.55 |
| 15. <u>Project Engineer</u> Priced per day. | TS03 | \$2,015.00 |
| 16. <u>Arch Engineer</u> Priced per day. | TS04 | \$3,022.50 |

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**TERMS AND CONDITIONS APPLICABLE TO
ELECTRONIC-COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER 132-52)**

1. SCOPE

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

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- h) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- i) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- j) 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.
- k) Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

- l) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- 1) Cancel the stop-work order; or
 - 2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- m) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- n) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- o) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- p) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- c. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- d. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - i. **The offeror;**
 - ii. **Subcontractors; and/or**
 - iii. **Divisions, subsidiaries, or affiliates of the offeror under a common control.**

13. 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.

14. APPROVAL OF SUBCONTRACTS

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

**15. DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES AND PRICING
VIDEO COMMUNICATIONS AND WEBCASTING SERVICES**

TKO Video Communications - EC Video Communication Services - SIN 132-52

| <u>Product Description</u> | <u>Product #</u> | <u>GSA Price</u> |
|--|---------------------|------------------|
| <p>1. Audio Conf. Dial In to VTC per minute Provides a telephone connection to a video conference during a video conference call. This service allows a remote caller, by telephone, to call-in and join a video conference call using audio only.</p> | EBA-06U-VTC-DIALIN | \$0.14 |
| <p>2. Audio Conf. Dial Out from VTC per minute Provides a telephone connection out from a video conference to a remote participant. This service allows a remote caller, by telephone, to be called from a video conference and to join the call using audio only.</p> | EBA-06U-VTC-DIALOUT | \$0.20 |
| <p>3. Audio Conf./ min - Toll Free 888-490-6951 / minute This is an audio conference service that allows multiple telephone callers to call a toll free number and join an audio teleconference. This service is a reservationless "always on" service which allows callers to connect anytime.</p> | EBA-800MIN-MM | \$0.08 |
| <p>4. Audio Conf./ min-Direct Dial to 630-424-7872 / minute This is an audio conference service that allows multiple telephone callers to direct dial a telephone number and join an audio teleconference. This service is a reservationless "always on" service which allows callers to connect anytime. This is NOT toll-free access.</p> | EBA-DIALMIN-MM | \$0.06 |
| <p>5. Event: Live Internet Streaming - 1st Hour Live Internet streaming service - 2,500 views max. Includes 1 hour Windows Media™ file delivery, landing page with viewer registration and reporting, one motion video source and one static synchronized video source for Power Point™.</p> | EBP03-STREAM-1HR | \$2,896.76 |
| <p>6. Event: Live Internet Streaming Additional Hours Live Internet streaming service - 2,500 views max. Includes 1 hour Windows Media™ file delivery, landing page with viewer registration and reporting, one motion video source and one static synchronized video source for Power Point™</p> | EBP03-STREAM-ADD-HR | \$482.79 |
| <p>7. Video On Demand, 3 Months Online - 1st Hour Three months of on demand Internet streaming service 2,500 views max. Includes 1 hour Windows Media™ file delivery, landing page with viewer registration and reporting, one motion video source and one synchronized slide source.</p> | EBP03-VOD-1HR | \$2,317.25 |
| <p>8. Video On Demand, 1 Year Online: 1st Hour Twelve months of on-demand Internet streaming service 10,000 views max. Includes 1 hour Windows Media™ file delivery, landing page with viewer registration and reporting, one motion video source and one static video source for Power Point™ slides synchronized with video.</p> | EBP03-VOD-1HR-L12 | \$2,639.65 |
| <p>9. Video On Demand Additional Hrs, single stream. One additional hour of on-demand Internet Windows Media™ file delivery, including one motion video source and one static video source for Power Point™ slides synchronized with video. *** Requires First Hour purchased separately ***</p> | EBP03-VOD-ADDL-HR | \$482.79 |

TKO Video Communications Tel. 1-800-216-3476

<http://www.tkoworks.com/>

TKO Video Communications - EC Video Communication Services - SIN 132-52

| <u>Product Description</u> | <u>Product #</u> | <u>GSA Price</u> |
|---|------------------|------------------|
| 10. H.320 Port Access, Best Available Business Grade/hour Video conference bridge H.320 port access on multipoint bridging system. Port access provides H.263 or H.264 codec and up to 768K access to a multipoint video conference. | EBU03 | \$45.34 |
| 11. H.323 Port Access, Best Available Access/hour Video conference bridge H.323 port access on multipoint bridging system. Port access provides H.263 or H.264 codec and up to 768K access to a multipoint video conference. | EBU03-IP | \$25.19 |
| 12. Int'l H.320 Port Access, Best Available/hour Video conference bridge H.320 port access on multipoint bridging system. Port access provides H.263 or H.264 codec and up to 768K access to a multipoint video conference from or to areas outside of the United States. | EBU03-USAINTL | \$141.05 |
| 13. Multipoint H.320/H.323 Bridging - Live Event/hour One hour of interconnection of video conferencing systems using a multipoint bridging system for up to 10 sites during a live video conference session. Supports both H.320 and H.323 sites. | EBV04-1L-10 | \$938.59 |
| 14. Multipoint H.320/H.323 Bridging - Live Event/hour One hour of interconnection of video conferencing systems using a multipoint bridging system for up to 5 sites during a live video conference session. Supports both H.320 and H.323 sites. | EBV04-1L-5 | \$539.62 |
| 15. Multipoint H.320/H.323 Bridging – Set-up Time 10 site/hour One hour set-up interconnection of video conferencing systems using a multipoint bridging system for up to 10 sites during a test video conference session. Supports both H.320 and H.323 sites. | EBV04-1T-10 | \$1,349.24 |
| 16. Multipoint H.320/H.323 Bridging – Set-up Time 5 site/hour One hour set-up interconnection of video conferencing systems using a multipoint bridging system for up to 5 sites during a test video conference session. Supports both H.320 and H.323 sites. | EBV04-1T-5 | \$775.57 |
| 17. Gateway H.320/H.323/Satellite Access per hour Net speeds up to 384/Kbps per site (per hour of gateway use). | EBV05 | \$88.16 |
| 18. Gateway H.320/H.323/Satellite Access per hour Net speeds up to 768Kbps per site (per hour of gateway use). | EBV05-EBU-CONUS | \$221.65 |
| 19. MCU Schedule, setup & port config. - Standard Def/event Setup and configuration of a multipoint video conference for use with H.320 and/or H.323 standard definition video codecs. | EBV06 | \$226.69 |
| 20. MCU Schedule, setup & config. High Def. H.264/event Setup and configuration of a multipoint video conference for use with H.320 and/or H.323 high definition video codecs using H.264 video algorithms. | EBV06-HD264 | \$366.73 |
| 21. MCU Schedule, setup & config. Std. Def. H.263/hour Setup and configuration of a multipoint video conference for use with H.320 and/or H.323 standard definition video codecs using H.263 video algorithms. | EBV06-SD263 | \$100.75 |

TKO Video Communications Tel. 1-800-216-3476 <http://www.tkoworks.com/>

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

John Roensch
Phone: (202) 962-0990
E-mail: gsaadmin@tkoworks.com
Fax: (202) 962-0999

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

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

(2) Delivery:

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

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

(4) This BPA does not obligate any funds.

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

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

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

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

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

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

**BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"**

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

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

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

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

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

Here is a general outline on how it works:

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

| | | | | |
|--|---|--|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1.CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| AMENDMENT/MODIFICATION NUMBER PO-0018 | | 3. EFFECTIVE DATE Jan 15, 2020 | 4. REQUISITION/PURCHASE REQUISITION NUMBER | 5. PROJECT NUMBER (If applicable) 70 |
| 6. ISSUED BY General Services Administration OFFICE OF IT SCHEDULE PROGRAMS 1800 F ST. NW WASHINGTON DC 20405 | | | 7. ADMINISTERED BY (If other than Item 6) GSA/FAS/QV0CC 10 CAUSEWAY ST BOSTON MA 02222 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) TURN-KEY OPERATIONS, INCORPORATED 1665 WILLOW ST SAN JOSE, CA 951255107 | | | (X) | 9A AMENDMENT OF SOLICITATION NUMBER 9B. DATED (SEE ITEM 11) |
| | | | X | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER GS-35F-0193W 10B. DATED (SEE ITEM 13) Jan 15, 2010 |
| CODE | | FACILITY CODE | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | |
| The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. | | | | |
| Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14. | | | | |
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. | | | |
| X | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral | | | |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | |
| X | D. OTHER (Specify type of modification and authority) See Block 13 Notes... | | | |
| E. | IMPORTANT: Contractor: <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office. | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification of FSC Group 70, General Purpose Commercial Information Technology Equipment, Software and Services Multiple Award Schedule Contract GS-35F-0193W. This modification is to exercise an option. The firm asserts that all clauses terms and conditions remain the same, the firm's commercial sales practices remain the same, and the submission is accurate, complete, and current. (a) The Government relied on all written information provided by the contractor found in the documents attached to the modification in FSS Online. <small>Except as provided herein, all terms and conditions of the document referenced in Item 9A of this issue remain unchanged and in full force and effect.</small> | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) GSA Initiated Mod | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey A. Winters | |
| 15B. CONTRACTOR/OFFEROR Signature Not Required <small>(Signature of person authorized to sign)</small> | | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA By Signed electronically See above <small>(Signature of Contracting Officer)</small> | |
| | | | 16C. DATE SIGNED Dec 23, 2019 | |

Continuation of Description...

(b) The Government reviewed the current Entity Overview and exclusions in the System for Award Management application on December 23, 2019; no exclusions for were identified.

(c) The estimated value of the contract in FSS Online increased to \$2,345,283.00 based on previos sales data..

(d) The modification is awarded at no cost to the Contractor or the Government.

(e) Other than the changes addressed in the preceding paragraphs, there are no other changes to the contract.

Point of Contact: Derrick S. Morris, GSA Contract Specialist, 816-892-8343,
derrick.morris@gsa.gov.

Block 13 Notes

Block 13.D:

I-FSS-163 Option (Evergreen)

**I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT
(EVERGREEN) (APR 2000)**

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

- (1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).
- (2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*[®] in accordance with clause I-FSS-600, Contract Price Lists.
- (3) Performance has been acceptable under the contract.
- (4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).