JK
10/30/14
Item #8

AN ORDINANCE 2014-10-30-0821

AUTHORIZING THE CITY TO UTILIZE A COOPERATIVE CONTRACT WITH BARCODES, INC., TO PROVIDE THE SOLID WASTE MANAGEMENT DEPARTMENT WITH A MOBILE, HANDHELD SOLUTION TO CAPTURE AND REPORT AGAINST VIOLATIONS SUCH AS NON-COMPLIANT ACTIVITIES AS THEY ARE DISCOVERED BY SWMD ROUTE INSPECTORS FOR A TOTAL COST OF $130,180.04, FUNDED WITH THE FY 2015 ENTERPRISE FUND.

* * * * *

WHEREAS, San Antonio Solid Waste Management Division (SWMD), while providing collection services for over 340,000 single-family residential homes on a weekly basis, also reports violations relating to these services; and

WHEREAS, violation tracking is currently a paper based process which requires a large amount of data entry away from the violation site in an office setting; and

WHEREAS, Barcodes, Inc., utilizing the United States General Services Administration (GSA) Federal Supply Schedule, can provide SWMD with a mobile, handheld solution to capture and report these violations; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. A contract with Barcodes, Inc., through a GSA cooperative contract, to provide the Solid Waste Management Department with a mobile, handheld solution to capture and report against violations for an initial cost of $103,742.30 and $8,812.58 annually thereafter, for a total cost of $130,180.04, is hereby approved. A copy of the contract is attached hereto and is incorporated by reference as **Attachment 1**. The Chief Technology Officer or his designee is authorized to execute all documents related to this agreement.

SECTION 2. Funding for this ordinance is available as part of the Fiscal Year 2015 budget per the table below:

Amount	General Ledger	Cost Center	Fund
$13,254.00	5203080	5501010001	55001000
$32,275.00	5201040	5501010001	55001000
$8,344.00	5202020	5501010001	55001000
$49,869.30	5501055	5501010001	55001000
Total Amt $103,742.30			

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SECTION 3. Additional funding in the amount of $26,437.74 for this ordinance is contingent upon City Council approval of subsequent fiscal year budgets.

SECTION 4. Payment not to exceed the budgeted amount is authorized to Barcodes, Inc. and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 29th day of October, 2014.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

By:
Robert F. Greenblum, City Attorney

Agenda Item:	**8**
Date:	10/30/2014
Time:	02:43:04 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the City to utilize a cooperative contract with Barcodes, Inc., to provide the Solid Waste Management Department with a mobile, handheld solution to capture and report against violations such as non-compliant activities as they are discovered by SWMD route inspectors for a total cost of $130,180.04, funded with the FY 2015 Solid Waste Management Operating Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed.

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x			x	
Keith Toney	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

City of San Antonio Solid Waste Management Department
Mobile Citation Project Delivered by Barcodes Inc.

- **Project Overview**

The City of San Antonio is requesting a mobile application that will provide them historical data of property solid waste infractions and allow them to issue a warning/ticket produced by an Inspector with a mobile handheld computer running Mobile Epiphany (ME) software. The mobile application will allow the inspector to see historical ticketing information and collect new information about current infractions via; pick lists, text fields, pictures and GPS locations on a Motorola MC75 custom configured by Barcodes Inc. The tickets will be printed at the office using Mobile Epiphany's PC based reporting tool and then for manually mailed to the offender.

Mobile Epiphany's goal is to deliver a working software solution based on our current understanding of your scope as per prior conversation. This scope shall not exceed

- A one day discovery meeting, conducted over video webinar.
- A process flow diagram to document the process and application proposed
- The 2 page Multi Family Inspections form
- The brush and bulky inspection form
- The recycling container inspection form
- A custom violation report for each of the 2 forms, including images and signatures if required in the report, which can be saved as a PDF.
- A single report, output as excel, for ingestion by a downstream system, using the format of columns as prescribed by San Antonio's needs for that system
- San Antonio agrees to work with Mobile Epiphany and Barcodes Inc to manage the scope of this project to stay within the budget of this proposal.
- Additional scope, if discovered during the discovery process, can be put off to future phases or purchased in addition this contract, if desired.

Engagement Requirements

ME is an Application Configuration Platform and as such it is agreed that ME is not a subject matter expert in your industry for the purposes of implementation. A successful Custom Solution Development (and success in all subsequent phases of delivery and deployment) will require subject matter expertise being provided by representatives of the client.

ME has estimated professional services costs to the best of its ability and will be diligent in its duty to perform inside the scope of this proposal. Any extension to this scope and the services engagement required to deliver additional scope is entirely in clients control and must be requested and signed for in the form of an additional statement of work .

Therefore ME will provide a breakdown of all services provided and ME will provide a new proposal for customer approval if unforeseen additional services are required to complete the Custom Solution

Attachment I

Development. In such an instance, signatures by both parties will be required before additional services can be rendered.

Professional services beyond the scope of this proposal, including training, will be billed at the rate of $165 USD an hour as per Barcodes Inc's GSA pricing.

Travel time and expenses relating to the completion of this proposal, for members of Mobile Epiphany, as requested by Client, is billable above the scope of this proposal. Clear records of travel time and expenses will be made available to the Client if travel becomes required. No travel expenses will be incurred without first receiving written permission from the Client (email acceptable).

This statement of work is valid for 90 days from its presentation to client; it has been prepared using the most current information. It may be subject to future changes, such as but not limited to, changes in labor or equipment costs, vendors and/or customer requests. All changes will be noted in writing and provided to the Client for approval prior to being considered part of this agreement.

The following definitions will be used to describe the software process milestones for this proposed project

Alpha release refers to the first iteration of a software process, which can be tested by the client's chosen testers on Mobile Epiphany software. Testing of the Alpha release shall only be for the purpose of ongoing debugging and minor change requests prior to the second iteration. The Alpha release does not contain within it all the functioning features of the intended process, and is released for the purpose of meaningful initial testing by the client. Alpha test is scheduled for no more than 2 weeks. The purpose eof alpha is to approve or request changes ot the overall flow of the forms.

Beta release refers to the second iteration of a software process, which can be tested by the client's chosen testers on mobile epiphany's software. Testing of the Beta release shall only be for the purpose of debugging and minor change requests prior to the third and final version release. The Beta release to the client is a version containing all the features and functions scoped in the designated process, but for which defects are potentially still present.

Final (aka Process Lockdown) release refers to the final version of a software process to be delivered to the client that meets the scope and intent of the design as set forth in the scoping proposal. This is also referred to as "process Lockdown". Only once lockdown is achieved can reports be written. Any requests to change the application after lockdown may result in a new statement of work and new estimated costs.

Delivery of reports after Process lockdown constitutes the end of the project.

- **Deliverables**
  - Phase I (application creation)
    - Swim Flow Diagram from the 1 day Business Analysis Workshop that will document details of your requirement.
    - Alpha software for test by San Antonio team
    - Beta Software for testing
    - Final Software Release (lockdown)

- Phase II (report creation)
  - Create custom reports

Key Milestones with Dates

- Initiate - 1st week of November 2014
  - Kickoff meeting (1 day Business Workshop) (1st Milestone)
  - Swim Flow Diagram of processes approved within 3 weeks of the meeting (2nd Milestone)
  - Upon sign off of the diagram, Configuration of application maintenance begins
  - Delivery of mobile computers configured for initial rollout
- Plan - 1st week of December 2014
  - Alpha software delivered for San Antonio's review (3rd Milestone)
  - Changes and modifications (limited to the scope of this defined project) are made based on alpha feedback
- Plan - 1st week of February 2015
  - Beta software delivered for San Antonio's review (4th Milestone)
  - Final Changes and modifications are made
  - Final application is delivered (5th milestone)
  - Create 2 custom reports which output as excel files for downstream use in other systems (6th)Milestone
  - Excel export file
- Deploy - 1st week of March 2015
  - Training
  - Go Live
  - Project sign off (7th milestone)
- Annual Maintenance
  - Recurring Annual Maintenance beginning Oct. 1, 2015 and every year after

Pricing schedule

Barcodes Inc. will process one purchase order in October of 2014 which will include the initial Mobile Epiphany software implementation and maintenance, as well as the (19) Motorola MC75 custom configured mobile computers to run the software and all necessary accessories. Recurring annual software maintenance will be billed beginning October 2015 and each year thereafter as long as COSA SW division wishes to continue using the software. See quotes on following page which define costs for both the initial implementation and the annual recurring maintenance.

Quote To:
SAN ANTONIO SOLID WASTE MANAGEMENT
CYNTHIA RAMIREZ
4410 W. PIEDRAS DRIVE
SAN ANTONIO, TX 78228

Ship To:
SAN ANTONIO SOLID WASTE MANAGEMENT
NICK GALUS
4410 W. PIEDRAS DRIVE
SAN ANTONIO, TX 78228

	Description	Qty	Unit Price	Ext. Price
	QUOTE VALID UNTIL OCTOBER 31, 2014			
	GSA CONTRACT #GS-35F-0429P INITIAL SOFTWARE IMPLEMENTATION AND YEAR ONE COST			
	GS-35F-0429P SIN:132-50 P/N:ME1DBPW 1 Day Business Process Discovery Workshop which includes 2 business process analysts, performing the workshop via video webinar. The workshop will include working with a group of operations people (the process owners) to extract the details of the process, fully scope and document the process, and map it to Mobile Epiphany's mobile technology. 2 people VIA WEBINAR for 1 day w/ 30 hours of additional documentation time	1.00	$7,574.82	$7,574.82
	GS-35F-0429P SIN:132-50 P/N:ME1HRPS Professional services can include Business Process Consulting, Software Implementation, Custom Feature Development as requested by the customer, Admin Technical Support, Custom Report Development, creation of training videos and training manuals, webinar based training, and deployment support.	150.00	$164.67	$24,700.50
	GS-35F-0429P SIN:132-32 P/N:MEHOSTTMA Hosted Solution -Touch Mobile Advanced Application includes all advanced answer types and other features not found in the Standard application, such as full File Type Manager, Hierarchical lists, Self Depleting lists and Math. For a Hosted solution purchase , unlike SaaS, the customer buys the mobile app license up front and only pays for the monthly hosting of the data. This saves the customer money over time, especially in usage patterns that exceed about 18 months.	19.00	$597.80	$11,358.20
	GS-35F-0429P SIN:132-32 P/N:MEHOSTGM Hosted Solution Geospatial Mapping Add-On - For a Hosted solution purchase , unlike SaaS, the customer buys the mobile app license up front and only pays for the monthly hosting of the data. This saves the customer money over time, especially in usage patterns that exceed about 18 months. Allows users to see all assets (including work orders and other asset types) as live pushpins on a street map, which can be touched to reveal their data.	19.00	$99.80	$1,896.20
	GS-35F-0429P SIN:132-33 P/N:MEYRHP One gigabyte of Data Hosting per License in ME's Cloud Servers **Overages additional	19.00	$239.52	$4,550.88
	GS-35F-0429P SIN:132-32 P/N:MEHOSTWFAO Hosted Solution Workflow Add-On - For a Hosted solution purchase, unlike SaaS, the customer buys the mobile app license up front and only pays for the monthly hosting of the data. This saves the customer money over time, especially in usage patterns that exceed about 18 months. A true server-side workflow engine which allows the ME system to automatically generate emails, reports attached to emails, and real data objects like work orders, based on data collected in the	19.00	$199.60	$3,792.40
	GSA CONTRACT GS-35F-0429P MOBILE COMPUTER HARDWARE BELOW TO BE CUSTOM CONFIGURED BY BARCODES INC PRIOR TO DELIVERY:			
	GS-35F-0429P SIN:132-12 P/N:MC75 Motorola MC75 HF RFID, HF RFID, GPS, 3G Wwan HSDPA, WLAN 802.11a/b/g, 2D Imager, Camera, 256MB/1GB, QWERTY Keypad, Windows Mobile 6.5, 1.5x Battery, Bluetooth.	19.00	$2,049.56	$38,941.64
	GS-35F-0429P SIN:132-8 P/N:SSB-MC75A6HF-30 Motorola SSB-MC75A6HF-30 OPTIONAL Service Contract, 3 year Service from the Start Bronze Includes Comprehensive Coverage	19.00	$401.40	$7,626.60
	GS-35F-0429P SIN:132-8 P/N:CRD7X00-100RES Motorola CRD7X00-100RES MC75 Cradle with Power supply 1 SLOT CRADLE WITH POWER SUPPLY	19.00	$159.74	$3,035.06
	OPEN MARKET Motorola 25-68596-01R MC75 USB COMMUNICATIONS CRADLE	19.00	$14.00	$266.00
			Total	**$103,742.30**

Description	Qty	Unit Price	Ext. Price
GSA CONTRACT GS-35F-0429P ANNUAL SOFTWARE RENEWAL FEES YEAR 2 FORWARD BEGINNING OCT. 1, 2015			
P/N:MEYRHP SIN:132-33 One gigabyte of Data Hosting per License in ME's Cloud Servers **Overages additional	19.00	$239.52	$4,550.88
P/N:MEHOSTTMA-AMF SIN:132-34 Annual Maintenance Fee for MEHOSTTMA	19.00	$149.45	$2,839.55
P/N: MEHOSTGM-AMF SIN:132-34 Annual Maintenance Fee for MEHOSTGM	19.00	$24.95	$474.05
P/N:MEHOSTWFAO-AMF SIN:132-34 Annual Maintenance Fee - Hosted Solution-Workflow Add-On	19.00	$49.90	$948.10
		Total	**$8,812.58**

Contractor Information

(Vendors) How to change your company information

Contract #: GS-35F-0429P
Contractor: BARCODES LLC
Address: 200 W MONROE ST STE 1050
CHICAGO, IL 60606-5122
Phone: 877-356-9966
E-Mail: gsa@barcodesinc.com
Web Address: http://www.barcodesinc.com?gsa
DUNS: 800461134
NAICS: 334111

Socio-Economic : Other than small business
EPLS : Contractor not found on the Excluded Parties List System

Govt. Point of Contact:
Cary L. Grigsby
Phone: 817-978-0058
E-Mail: cary.grigsby@gsa.gov

Contract Clauses/Exceptions:
View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0429P		Apr 6, 2019	132 12	COOP PURCH DISAST RECOV	GSA Advantage!
					132 32	COOP PURCH DISAST RECOV	GSA Advantage!
					132 33	COOP PURCH DISAST RECOV	GSA Advantage!
					132 34	COOP PURCH DISAST RECOV	GSA Advantage!
					132 50	COOP PURCH DISAST RECOV	GSA Advantage!
					132 8	COOP PURCH DISAST RECOV	GSA Advantage!

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

SPECIAL ITEM: 132-8 PURCHASE OF EQUIPMENT
FSC CLASS 7010 - SYSTEM CONFIGURATION

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 or incidental to the traditionally accepted A/E Services.

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

BARCODES LLC
200 W. Monroe St., Suite 1050
Chicago, IL 60606
877-356-9966 (voice)
312-212-1800 (fax)
www.barcodesinc.com/?gsa

CONTRACT NO: GS-35F-0429P

PERIOD COVERED: APRIL 7, 2004 - APRIL 6, 2014

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE

Pricelist current through Modification # PO-AI0015, dated October 12, 2010.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at http://www.fsa.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.FAS.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.FAS.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.
[X] The Geographic Scope of Contract will be domestic delivery only.

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

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2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

BARCODES LLC

200 West Monroe St., Suite 1050

Chicago, IL 60606

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

877-356-9966 or 312-588-5960

The fax number for receiving orders is 312-212-1800.

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: 80-046-1134
Block 30: Type of Contractor - C. Large Business

Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 20-3290210

4a. CAGE Code: 52DW5
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)	EXPEDITED DELIVERY (Days ARO)
132-8	5 Days	2 Days

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 - None
c. Dollar Volume - None
d. Government Educational Institutions - None

e. Other - None

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is $20.

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 $1,000,000:

Special Item Number 132-8 - Purchase of Equipment

12. ORDERING PROCEEDURES 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-FAS-370) (NOV 2001)

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

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

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

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

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

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

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

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

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

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

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

(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.FAS.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. 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.

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.barcodesinc.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of

participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface 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 PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

Equipment is self-installable.

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

_____

_____

_____

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 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.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor 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

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

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

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

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the 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 Contractor's plant, the address is as follows: _____

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.

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an 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).

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

BARCODES 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 ordering activity contracts. To accelerate potential opportunities please contact Adam Kroos at 800-351-9962 or govsales@barcodesinc.com, or fax inquiry to 312-212-1800.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____		_____	
Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Acquisition 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.