

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
 PAGE 1 OF 20

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 08/31/2007 4. ORDER NUMBER DTMA4P07080 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE 00094
 DOT/Maritime Administration, WR Acquisition
 201 Mission Street, Suite 1800
 San Francisco, CA 94105-1905
 TEL: (415) 744-2924 ext.
 FAX: (415) 744-2576 ext.

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 100.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 334220
 SIZE STANDARD: 251-500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

12. DISCOUNT TERMS
 10 days %
 20 days %
 30 days %
 days %

15. DELIVER TO CODE 47094
 Suisun Bay Reserve Fleet, Maritime Administration
 2595 Lake Herman Road, P.O. Box 318
 Benicia, CA 94510
 Attn: Joseph Pecoraro

16. ADMINISTERED BY CODE 00094
 DOT/Maritime Administration, WR Acquisition
 201 Mission Street, Suite 1800
 San Francisco, CA 94105-1905

17a. CONTRACTOR/OFFEROR CODE * FACILITY CODE
 R E SNADER & ASSOCIATES INC
 250 S HARDING BLVD STE 1
 ROSEVILLE, CA 95678-3332
 TELEPHONE NO.(916) 782-5438 ext.

18a. PAYMENT WILL BE MADE BY CODE 44094
 DOT/Maritime Administration, WR Finance
 201 Mission Street, Suite 1800
 San Francisco, CA 94105

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA - 06x303 - 9 - 06 - 72 - - 76NDA0 - 4100 - - 2523 - - 0672 - 00661 - - -
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 13,500.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REF. Agreement attached OFFER
 DATED 07/16/2007 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA, (SIGNATURE OF CONTRACTING OFFICER)


30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED
 Debra K. Velmere 09/01/2007

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT <i>(Location)</i>
	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

Line Item Summary	Document Number DTMA4P07080	Title CCTV annual maintenance service agreem	Page 3 of 20
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Total Funding: \$13,500.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
	06x303	9	06	72		76NDA0	4100		2523		0672

Division 00661
Closed FYs
Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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Multiple Award GSA Contract, Federal Supply Contractor Group 58, Part I, and Professional Communications Equipment (Contract number GS-03F-4105B).

0001	CCTV Annual Service Maintenance Agreement	08/31/2008	1.00	JOB	\$13,500.000	\$ 13,500.00
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(09/01/2007 to 08/31/2008)

CCTV-Snader & Associates Annual service maintenance agreement (see attachments) NOTE: 10% MARK UP ON COST WILL BE DISALLOWED.

\$13,500.00 Service agreement covers 09/01/2007 to 08/31//2008

Total Cost: \$13,500.00

Distribution: S WONG, E HARRIS, J PECORARO

**Contract Level
Funding Summary**

Document Number

DTMA4P07080

Title

CCTV annual maintenance service agreemt

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- - 06x303 - 9 - 06 - 72 - - 76NDA0 - 4100 - - 2523 - - 0672 - 00661 - - -

\$13,500.00

Total Funding: \$13,500.00

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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	October 2003
52.212-01	Instructions to Offerors--Commercial Items	September 2006
52.212-04	Contract Terms and Conditions--Commercial Items	February 2007
52.232-36	Payment by Third Party	May 1999
52.239-01	Privacy or Security Safeguards	August 1996

2 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS.

NOVEMBE
R 2006

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;

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- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting

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requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian end product," "component", "domestic end product", "end product", "foreign end product", "Free Trade Agreement country", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act"

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

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(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

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(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

___ (3) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (4) [Reserved]

___ (5)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-09, Small Business Subcontracting Plan (SEPT 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

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- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- ___ (16) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- ___ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- ___ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- ___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (24)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (25) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (26)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (27) 52.225-05, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (29) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ___ (30) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

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___ (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (33) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (34) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (36) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

4 52.213-03 NOTICE TO SUPPLIERS APRIL 1984

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, Withhold Performance, and notify the Contracting Officer immediately, giving your quotation.

5 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION OCTOBER 2003

As prescribed in 32.1110(a)(1), insert the following clause:

Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

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(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer

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to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 EXCLUDED LANGUAGE FROM SNADER AGREEMENT TERMS & CONDITIONS

Cost of repair parts and equipment will be at cost plus shipping only. No percentage of cost mark-up.

A.2 AGREEMENT

Snader Failsafe 48- 4 PM Annual Maintenance Agreement for SBRF dated July 16, 2007.

Agreement attached.

Start date has been changed to September 1, 2007 to allow for the obligation of a full year with FY07 funding. Previous purchase (DTMA4P07032 will modified to end August 31, 2007 instead of September 30, 2007 to achieve this goal.



COPY

Date: July 16, 2007

Suisun Bay Reserve Fleet
Attn: Earl Johnson
2595 Lake Herman Road
Benicia, CA 94510

cc: Ron Olds, Manager Snader Service Center
Steve Best, Vice President Finance and Operations

Snader Failsafe 48- 4 PM Annual Maintenance Agreement for Suisun Bay Reserve Fleet

- Preferred and priority service status with 48 hour response.
- All repair parts coverage included: Snader cost + 10% + shipping.
- Technical escalation assistance provided by phone.
- Dedicated technical support staff.
- All labor covered within the terms of the agreement.
- Preventive maintenance provided four (4) times annually.
- Performance status reports provided regarding on all activity completed.
- Applicable and available loaner equipment provided if repairs exceed four (four) business days.
- Rental and event support service can be provided, through a third party at 15% off retail rates. Rental and event support is not a standard offering of the fail-safe maintenance contract.

I. COVERAGE

Snader and Associates, Inc. (SNADER) upon the request of **Suisun Bay Reserve Fleet**, will repair or arrange for the repair of **Suisun Bay Reserve Fleet COVERED EQUIPMENT** (See attachment A for listed equipment covered under contract) as necessary when such repair is due to a **MECHANICAL OR ELECTRONIC BREAKDOWN OR FAILURE** during the **AGREEMENT PERIOD**.

II. WHAT IS COVERED

- A. Parts Repair:** All parts for the **COVERED EQUIPMENT** are discounted by this **AGREEMENT** and billed back to **Suisun Bay Reserve Fleet** at **SNADER cost + 10% + shipping**. Parts will be shipped two (2) day service; expedited freight at an additional charge.

- B. **Labor for Repair:** All labor for repairs of COVERED EQUIPMENT shall be covered under this AGREEMENT, except as excluded by Article IV of this AGREEMENT. On-site service hours for this AGREEMENT shall be available within forty-eight (48) hours actual, Monday through Friday (5 days per week) between 8:30am to 5:00 pm, PST. Technical phone support requests shall be provided during normal business hours. SNADER will return phone assistance inquiries within 60 minutes.

SNADER field service specialists shall make every attempt to make necessary repairs to covered equipment on-site at **Suisun Bay Reserve Fleet**. When equipment cannot be repaired on-site at **Suisun Bay Reserve Fleet**, equipment may be required to be transported and repaired by the SNADER depot.

- C. **Transportation of Repaired and/or Failed Equipment:** SNADER will pay for transportation of COVERED EQUIPMENT from the equipment location to depot for repair. If manufacturer repair is required, SNADER will split freight charges equally with **Suisun Bay Reserve Fleet**. Transportation will be provided by SNADER staff or by commercial carrier. If shipped by commercial carrier, it will be shipped by two-day delivery. Expedited delivery is also available, at an additional charge.
- D. **Preventive Maintenance:** This AGREEMENT includes four (4) preventive maintenance calls per year. A preventive maintenance call is defined as a field Technician/Engineer visiting the equipment location to verify proper operation of the COVERED EQUIPMENT. SNADER will return the equipment controls to the predetermined operating levels and correct operating conditions that are not within industry standards for operation. Also included will be cleaning of VCR's, projector filters, optics, lenses, and general adjustments. In addition, SNADER will record and track projector lamp hours. SNADER will notify **Suisun Bay Reserve Fleet** contact when lamp hours are close to expiring.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call, and the repair or correction cannot be accomplished during the preventive maintenance call, another repair call will be scheduled to correct the noted condition.

- E. **Loaner Equipment:** If service provided under this AGREEMENT cannot bring the COVERED equipment to satisfactory operating condition within four (4) business days; SNADER will make every attempt to obtain a loaner unit of comparable functionality for **Suisun Bay Reserve Fleet**. Applicable and available loaner equipment will be provided at no cost to **Suisun Bay Reserve Fleet**. Loaner equipment may not be an exact match to **Suisun Bay Reserve Fleet** existing equipment, and may not be compatible with **Suisun Bay Reserve Fleet** mounting systems, integrated remote control systems, or other components of the system. SNADER will not provide any CPU based hardware as part of this AGREEMENT. **Suisun Bay Reserve Fleet** agrees to be liable for the repair or replacement cost of the loaner unit due to loss or damage while the loaner equipment is in **Suisun Bay Reserve Fleet** possession.

- F. **Rental and Event Support Service:** SNADER, as part of this AGREEMENT, will assist in providing rental and event services. SNADER will provide on site labor at a 20% discounted time and materials rate. SNADER will also provide rental equipment, from a third party, at a 15% discounted rate.

III. SUISUN BAY RESERVE FLEET OBLIGATIONS DURING THE AGREEMENT

- A. **Equipment Maintenance and Alteration:** **Suisun Bay Reserve Fleet** should provide SNADER with appropriate access (minimum two hours) to the COVERED EQUIPMENT for scheduled preventive maintenance or emergency escalation visits. SNADER

respectfully requests that no alterations of wiring interconnections of COVERED EQUIPMENT be performed without supervision of SNADER service personnel. Suisun Bay Reserve Fleet staff is respectfully requested to not alter, repair, or modify the COVERED EQUIPMENT except as expressly directed by SNADER service personnel. SNADER will assist Suisun Bay Reserve Fleet in maintaining the operating integrity of Suisun Bay Reserve Fleet systems and equipment. Suisun Bay Reserve Fleet staff is expected to operate the equipment as detailed in the user operations manual provided by the manufacturer with the COVERED EQUIPMENT. Suisun Bay Reserve Fleet should not add equipment, components, wiring, software, or other parts to the COVERED EQUIPMENT without written notification to and acceptance by SNADER.

B. In the Event of the Failure of a Covered Component.

1. Suisun Bay Reserve Fleet should call SNADER service coordinator at 1-877-332-5648 and provide SNADER with the service agreement, customer location and the nature of the problem.

2. Suisun Bay Reserve Fleet should give SNADER access to all COVERED EQUIPMENT at a time within the following forty-eight (48) hours, or the emergency response timeline that is mutually agreeable to both Suisun Bay Reserve Fleet and SNADER. The response will be within normal business hours (8:30 am to 5 pm). If such a time cannot be mutually agreed upon, SNADER will schedule a service call to Suisun Bay Reserve Fleet equipment location at the first available time beyond the forty-eight (48) hour period during the on-site service hours.

3. Suisun Bay Reserve Fleet must allow SNADER complete and unrestricted access to the COVERED EQUIPMENT during SNADER service call for a length of time as required repairing the COVERED EQUIPMENT. Suisun Bay Reserve Fleet must allocate enough time with the COVERED EQUIPMENT to troubleshoot, diagnose, and repair the COVERED EQUIPMENT.

4. Inability to give SNADER access to the covered equipment during our service visit can result in an additional charge.

IV. WHAT IS NOT COVERED

- A. Failure due to or caused by fire, as a result of utility services, poor/unconditioned or fluctuating electrical power, air-conditioning or humidity control, computer virus, or natural and environmental causes such as earthquake, tornado, lightning, corrosion, flood, acts of war or terrorism, acts of God.
- B. Failure caused by abuse, misuse, or negligence.
- C. Any actual, consequential or incidental damages incurred or suffered by Suisun Bay Reserve Fleet, directly or indirectly, or for economic loss, including, but not limited to inconvenience, common carrier delay or material damage, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever.
- D. Failure or perceived failure if no mechanical or electrical failure was found, or was due to Suisun Bay Reserve Fleet inability to properly operate the COVERED EQUIPMENT.
- E. Control system or other software programming changes to facilitate control functions not available at the commencement of the AGREEMENT.
- F. Failures or faults caused by structural, mechanical, electrical, plumbing systems or devices not installed by SNADER and not specifically covered under this AGREEMENT.

- G. Inability of the COVERED EQUIPMENT, due to the manufacturing design of a product or products or the integration of the system, to perform in a manner other than for what it was designed.
- H. Any condition that existed prior to the start date of this AGREEMENT that would have been obvious during a pre-inspection of the Covered Equipment.
- I. Repairs prohibited by statute, governmental regulation, or applicable other law.
- J. Physical re-installation of COVERED EQUIPMENT from its original installed configuration.
- K. Back-up and restoration of data.
- L. Replacement parts that are not available or discontinued.
- M. Work performed outside of SNADERS' normal business hours.
- N. Repair of equipment deemed UNREPAIRABLE: Snader and Associates will make every attempt to repair covered equipment by investing repair labor up to the point where the service technician deems the labor may exceed the depreciated value of that said piece of gear. The depreciated equipment value shall be determined by searching for comparable equipment in working condition, sourced through reputable used equipment brokers. In the case where SNADER deems the equipment un-repairable, SNADER will arrange for the purchase of replacement equipment through a used equipment broker at Snader cost plus 15% and include the equipment under the existing contract. New replacement equipment may also be purchased at the client's discretion through SNADER SALES at cost basis.

V. TRANSFER OF AGREEMENT

This AGREEMENT may not be transferred to any other party without the express written consent of SNADER.

VI. COMMENCEMENT, EXPIRATION, RENEWAL AND CANCELLATION OF AGREEMENT

- A. On or before thirty (30) days following the start date of the AGREEMENT:

Suisun Bay Reserve Fleet may cancel this AGREEMENT and receive refund of the full premium if no benefits have been received or if SNADER has not responded to service calls or telephone support.

- B. After thirty (30) days following the start date of the AGREEMENT, **Suisun Bay Reserve Fleet** may cancel this AGREEMENT. The refund shall be prorated based upon the time expired on the AGREEMENT calculated to the start of the month following the notice of cancellation.

To cancel this AGREEMENT, **Suisun Bay Reserve Fleet** must submit a notice of cancellation in writing (CERTIFIED MAIL) and return to SNADER the complete AGREEMENT. SNADER will then issue a check for the refund amount.

- C. If the COVERED EQUIPMENT is not new and was not provided by SNADER, installed or serviced by SNADER, SNADER reserves the right to inspect the equipment within Sixty (60) days of the commencement of this AGREEMENT. SNADER will evaluate the equipment and determine if it is operating correctly and within the manufacturer's standards. If SNADER determines that the equipment is not operating correctly, properly,

or requires service to bring the equipment to good operating condition, SNADER will forward an estimate to **Suisun Bay Reserve Fleet** regarding the cost of such service. This service is not covered by this AGREEMENT. If **Suisun Bay Reserve Fleet** declines to have SNADER perform the work required to bring the COVERED EQUIPMENT up to good operating condition within fourteen (14) days of the date of the estimate, SNADER may, at its sole option, remove said piece of equipment from the service contract AGREEMENT. SNADER may refund a portion of the Service AGREEMENT based on the removal of stated equipment.

- D. SNADER may cancel this AGREEMENT at any time for non-payment of the premium or if **Suisun Bay Reserve Fleet** does not meet requested obligations causing continued non-performance of the AGREEMENTS intended scope.
- E. The AGREEMENT shall commence upon the receipt of a purchase order or other acceptable payment guarantee, or on the date identified on the last page of this AGREEMENT, whichever is first. No work on the COVERED EQUIPMENT may be performed before the commencement of the AGREEMENT.
- F. The AGREEMENT shall expire 365 days after the date of commencement, unless earlier terminated as set forth herein.
- G. This AGREEMENT shall not automatically renew. A new AGREEMENT must be written in order to provide coverage beyond the expiration date of this AGREEMENT.

Accepted by:

Suisun Bay Reserve Fleet
Attn: ~~Earl Johnson~~ Esther Harris
2595 Lake Herman Road
Benicia, CA 94510
Joseph Pecoraro

Accepted by:

Snader and Associates, Inc.
250 South Harding Blvd., Ste. 1
Roseville, CA 95687

Signature: _____



Title: _____

Fleet Program Mgr

Date: _____

7/19/07

Signature: _____

Title: _____

Date: _____

Term of Agreement: Start: 9-30-2007
End: 9-30-2008

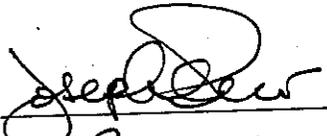
Annual Premium for Services: \$13,900.00

Accepted by:

Suisun Bay Reserve Fleet
Attn: ~~Earl Johnson~~/ Esther Harris
2595 Lake Herman Road
Benicia, CA 94510
Joseph Pecoraro

Accepted by:

Snader and Associates, Inc.
250 South Harding Blvd., Ste. 1
Roseville, CA 95687

Signature: 
Title: Fleet Program Mgr
Date: 7/19/07

Signature: _____
Title: _____
Date: _____

Term of Agreement: Start: 9-30-2007
End: 9-30-2008

Annual Premium for Services: \$13,900.00

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Suisun Bay Reserve Fleet
Attn: ~~Earl Johnson~~ Esther Harris
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Signature: 
Title: Fleet Program Mgr
Date: 7/19/07

Signature: _____
Title: _____
Date: _____

Term of Agreement: Start: 9-30-2007
End: 9-30-2008

Annual Premium for Services: \$13,900.00

Service Rates (Preferred Service Rates)

Preferred Service Rates approx. 10% discount	Rate Per Hour/Incident	Total Minimum Charge	Comments
Hourly On Site	\$ 115.00	\$ 230.00	2 hour minimum plus travel
Hourly In House Repair	\$ 115.00	\$ 170.00	1.5 hour minimum
Hourly Phone Support	\$ 80.00	\$ 80.00	up to 1 hour/per incident
Hourly Team Rate (two Techs)	\$ 185.00	\$ 370.00	2 hour minimum plus travel
Emergency or After Hours Rate	\$ 235.00	\$ 470.00	2 hour minimum plus travel
Travel Per Hour (from the nearest office)	\$ 85.00	\$ 85.00	minimum 1 hour charge
Preferred Emergency Service Rates: weekends and after normal hours; approx 10% discount			
	Rate Per Hour/Incident	Total Minimum Charge	Comments
Hourly on Site	\$ 235.00	\$ 470.00	2 hour minimum plus travel
Hourly In House repair: 48 hour turn around (M-F only)	\$ 170.00	\$ 255.00	48 hour turn around request
Hourly In House Repair: 24 hour turn around (M-F only)	\$ 225.00	\$ 340.00	24 hour turn around request
Hourly Phone Support	\$ 160.00	\$ 160.00	up to 1 hour
Hourly Team Rate (2 techs)	\$ 370.00	\$ 740.00	2 hour minimum plus travel
Travel Per Hour (from the nearest office)	\$ 180.00	\$ 180.00	minimum 1 hour charge

Attached Equipment List

Please see attached documents, SRVQ4618 & SRVQ10381