MULTIPLE AWARD SCHEDULE (MAS)
Special Item Number 33411: *Purchasing of new electronic equipment*

The Contractor **will** be awarded under the cooperative purchasing program and disaster recovery for the awarded SIN: 33411.

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**Premier Communications Corp**  
**DBA: Pryme Radio Products**  
911 Mermaid St  
Brea, CA, 92821  
Phone: (714) 257-0300  
Contract Administrator: David L. George  
E-Mail: daveg@pryme.com

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**Contract Number:** 47QTCA18D00C1

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

**Period Covered by Contract:** May 14, 2018 through May 13, 2023

**Business Size:** Small Business

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*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAAdvantage.gov.*
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1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

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<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>33411</td>
<td>Purchasing of new electronic equipment</td>
</tr>
</tbody>
</table>

1b. Lowest Priced Model Number and Price for each SIN: See Price List

1c. SERVICES OFFERED: See Price List

2. MAXIMUM ORDER: $500,000
This maximum order threshold is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) Offer a new lower price, (2) Offer the lowest price available under the contract, or (3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order threshold.

3. MINIMUM ORDER LIMITATION: $100

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): 48 contiguous states, Washington, DC.

5. POINT OF PRODUCTION: United States

6. BASIC DISCOUNT: Prices listed are net, discounts have been deducted.

7. QUANTITY DISCOUNT: Additional 1% discount for task orders totaling $50,000 or more, OR Additional 2% discount for task orders totaling $100,000 or more, OR Additional 3% discount for task orders $150,000 or more

8. PROMPT PAYMENT TERMS: None, Net 30

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED UP TO THE MICRO-PURCHASE THRESHOLD.

9b. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Delivery Time (Days ARO)</th>
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<tbody>
<tr>
<td>33411</td>
<td>30 days after receipt of order</td>
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</table>

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor

11d. URGENT REQUIREMENTS: Contact Contractor

12. F.O.B. POINT: Destination
13a. ORDERING ADDRESS: Pryme Radio Products  
911 Mermaid St  
Brea, CA, 92821  
Phone: (714) 257-0300

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS: Same as Ordering Address

15. WARRANTY PROVISION: Standard Commercial Warranty

16. EXPORT PACKING CHARGES: Not Applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: None

18. TERMS AND CONDITIONS OF RENTAL: Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION: Not Applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS: Not Applicable

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: Not Applicable

21. LIST OF SERVICE AND DISTRIBUTION POINTS: Not Applicable

22. LIST OF PARTICIPATING DEALERS: Not Applicable

23. PREVENTIVE MAINTENANCE: Not Applicable

24a. SPECIAL ATTRIBUTES: Not Applicable

24b. SECTION 508 COMPLIANCE INFORMATION: Yes

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 798328951

26. CONTRACTOR HAS REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.
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

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: All equipment is self-installable.

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

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: Contact Contractor

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).