On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is http://www.gsaadvantage.gov

INTEGRATION TECHNOLOGIES GROUP, INC.
2745 Hartland Road
Falls Church, VA 22043
Phone: (703) 698-8282
Fax: (703) 698-0305
www.itgonline.com

Contract Number: 47QTCA19D001S

Period Covered by Contract: November 2, 2018 through November 1, 2023
General Services Administration  
Federal Acquisition Service  

CUSTOMER INFORMATION  

1. Awarded Special Item Number(s):

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT – Special Physical, Visual, Speech, and Hearing Aid Equipment</td>
</tr>
<tr>
<td>811212</td>
<td>FPDS Code J070 – MAINT/REPAIR/REBUILD OF EQUIPMENT – ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT - Maintenance and Repair Services</td>
</tr>
<tr>
<td>511210</td>
<td>Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING - Includes operating system software, application software, EDI translation and mapping software, enabled email message based products, Internet software, database management programs, and other software.</td>
</tr>
<tr>
<td>54151</td>
<td>Software Maintenance Services - SUBJECT TO COOPERATIVE PURCHASING - Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software.</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced labor category description and hourly rate awarded under the contract is:

<table>
<thead>
<tr>
<th>Labor Category Description</th>
<th>GSA Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation Technician, Junior</td>
<td>$51.87</td>
</tr>
</tbody>
</table>

1c. Labor Category Descriptions of all corresponding commercial job titles, experience, functional responsibility and education are outlined on pages 21-22 within this pricelist.

2. Maximum Order: $500,000 per SINs  

3. Minimum Order: $100
4. **Geographic Scope of Coverage:** The Geographic Scope of Coverage is Domestic Delivery. This 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.

5. **Quantity Discount:** See price list for quantity discounts were applicable.

6. **Prompt Payment Terms:** None Offered
7. **Government Purchase Cards**: Government Purchase Cards will be accepted for payment on orders below the micro-purchase threshold however no additional discounts will apply under the contract.

8. **Government Educational Institutional Discounts**: The Government Educational Institutions are offered the same types of discounts and concessions under this contract as all other Government customers.

9. **Foreign Items**: No foreign items are awarded under this contract.

10. **Normal Delivery Terms**: As negotiated between ITG and the Ordering Activity.

11b. **Expedited Delivery Terms**: As Negotiated between ITG and the Ordering Activity.

11c. **Overnight/2-Day Delivery Terms**: As negotiated between ITG and the Ordering Activity.

11d. **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.

11. **FOB Point**: Destination

12. **Ordering Address**: Integration Technologies Group, Inc.
Attn: GSA Orders
2745 Hartland Road
Falls Church, VA 22043

13. **Payment Address**: Integration Technologies Group, Inc.
Attn: GSA Orders
2745 Hartland Road
Falls Church, VA 22043

14. **Warranty/Guarantee Provisions**: All services performed under this contract will be guaranteed to completed in a satisfactory workmanlike manner as delineated with this Authorized FSS IT Schedule Pricelist. Standard commercial warranty applies to all products sold under this contract.

15. **Export Packing Charges**: Export Packing is not offered under this contract.

16. **List of Participating Dealers**: ITG does not authorize any participating dealers under this contract.

17. **Environmental Attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants)**: Not Applicable
18. **Section 508 Compliance**: Contact ITG for Section 508 compliance information. The EIT standards can be found at: http://www.section508.gov

19. **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.

20. **Data Universal Numbering System (DUNS) Number**: 126511963

20a. **Taxpayer Identification Number (TIN)**: 52-1401535

20b. **Business Size**: Small Business Concern

20c. **CAGE Code**: 1EJ55

20d. **SAM Registration**: ITG is currently registered within the System for Award Management (SAM) database.

21. **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.

22. **Ordering Procedures for Federal Supply Schedule Contracts**: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
   
   a. **FAR 8.405-1** Ordering procedures for supplies, and services not requiring a statement of work.
   b. **FAR 8.405-2** Ordering procedures for services requiring a statement of work.

23. **Federal Information Technology Telecommunications 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.

24. **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.
25. **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.

26. **Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2003):**

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

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

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

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

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

   f. **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.
g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

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

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

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

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

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

28. **GSA Advantage!**

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

1. Manufacturer;
2. Manufacturer’s Part Number; and
3. Product categories.

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

29. **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**-
30. **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.

31. **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:

   **None**

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.

32. **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).

33. **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.

34. **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 33411.

35. **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.

36. **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.

37. **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](http://www.core.gov).

38. **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).
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, ITG 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**: Adaptive products supplied under the federal schedule are self-installable with the exception of Embossing Equipment, which ITG, when requested by the customer, will install the newly purchased Embosser(s) and provide introductory training within 30 days. Additional training, when required by the user, may be obtained at the prevailing federal schedule published rates, terms and conditions.

   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 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 33411.

   c. **OPERATING AND MAINTENANCE MANUALS**: ITG 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**: ITG 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 post-acceptance 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, ITG’s standard commercial warranty as stated in the contract’s commercial pricelist will apply to this contract. All equipment will be warranted for a period of twelve months at customer site. Beyond the period of warranty, ITG will render the same type of support under a maintenance agreement at the current GSA published rates, terms and conditions. All consumables including, batteries, are excluded from the warranty and subsequent maintenance plan.
   
   b. ITG 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, ITG will not be liable to the ordering activity for consequential damages resulting from any defects or deficiencies in accepted items.
   
   d. If inspection and repair of defective equipment under this warranty will be performed at ITG’s plant, the address is as follows: Integration Technologies Group, 2744B Gallows Road, Vienna, Virginia 22180.

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

9. **TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**: When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).
TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND REPAIR OF GOVERNMENT-OWNED GENERAL COMMERCIAL PURPOSE INFORMATION TECHNOLOGY EQUIPMENT, AFTER EXPIRATION OF GUARANTEE PROVISIONS (SPECIAL ITEM NUMBERS 811212)

1. Service Areas:
   a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of the Contractor’s service point. If any additional charge is to apply because of the greater distance from the Contractor’s service location, the mileage rate or other distance factor shall be negotiated at the Task Order level.
   
b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at ITG's plant(s) listed below:

   Integration Technologies Group, Inc.
   2828 Dorr Avenue
   Fairfax, Virginia 22031

2. Maintenance Order:
   a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. ITG shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by ITG as prescribed by this paragraph, the order shall be considered to be confirmed by ITG.
   
b. ITG shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
   
c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by ITG; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to ITG, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
   
d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the
end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

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

f. Ordering activities should notify ITG in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

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

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

4. Loss Or Damage: When ITG removes equipment to its establishment for repairs, ITG shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. Scope:
   a. ITG shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term with the exception of those items listed under SIN 33411. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

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

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

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

      (3) If the equipment was not under the ITG’s responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6. Responsibilities Of The Ordering Activity:
a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this contract, unless agreed to by ITG.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained.

7. Responsibilities Of ITG: For equipment not covered by a maintenance contract or warranty, ITG’s repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 8 hours after notification.

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

b. REGULAR HOURS
   The basic monthly rate for each make and model of machine shall entitle the ordering activity to remedial maintenance service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS
   Should the ordering activity require that remedial maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be $285 per hour. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION – NOT APPLICABLE
   (1) If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and ITG’s service area, the charge will negotiated at the Task Order level.

9. Repair Service Rate Provisions – Not Covered By A Maintenance Contract Or Warranty
a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

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

(1) AT ITG’S SHOP

(a) When equipment is returned to ITG’s shop for adjustments or repairs which are not covered by the guarantee provision, the cost of transportation, packing, etc., from the ordering activity location to ITG’s plant, and return to the Government location, shall be borne by the ordering activity.

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

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)
When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas) – NOT APPLICABLE

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a., the repair service and mileage rates negotiated per subparagraphs 1.a. and 8d. will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing ITG for actual costs, provided that the actual costs are reasonable and allowable. ITG shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

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

(2) AFTER HOURS - When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined
above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of ITG.

(3) SUNDAYS AND HOLIDAYS - When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of ITG on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES (ADAPTIVE EQUIPMENT)

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>CONTRACTOR'S SHOP</th>
<th>ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)</th>
<th>ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCATION</td>
<td>REGULAR HOURS</td>
<td>AFTER HOURS</td>
<td>SUNDAYS AND HOLIDAYS HOURS</td>
</tr>
<tr>
<td>MINIMUM CHARGE *</td>
<td>PER HOUR**</td>
<td>PER HOUR**</td>
<td>PER HOUR</td>
</tr>
<tr>
<td>CONTRACTOR'S SHOP</td>
<td>SEE PAGE 31</td>
<td>OPEN MARKET</td>
<td>OPEN MARKET</td>
</tr>
</tbody>
</table>

*MINIMUM CHARGES INCLUDE TWO FULL HOURS ON THE JOB.
**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. **Repair Parts/Spare Parts Rate Provisions:** All parts, furnished as spares or as repair parts in connection with the repair of equipment, will be handled outside the scope of the contract, shall be new, standard parts manufactured by the equipment manufacturer or parts acquired through third parties or refurbished parts warranted as new.

11. **Guarantee/Warranty—Repair Service And Repair Parts/Spare Parts**
   a. **REPAIR SERVICE:** All repair work will be guaranteed/warranted for a period of 30 days.
   b. **REPAIR PARTS/SPARE PARTS:** All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 30 days.

12. **Invoices And Payments:**
   a. **Maintenance Service**

   (1) Invoices for maintenance service shall be submitted by ITG on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

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

Integration Technologies Group Inc. - Repair and Warranty Services

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0025-08-05</td>
<td>Personal Computers Pentiums</td>
<td>Mthly Maint 8 Hrs / 5 Days</td>
<td>$19.19</td>
</tr>
<tr>
<td>0025-12-05</td>
<td>Personal Computers Pentiums</td>
<td>Mthly Maint 12 Hrs / 5 Days</td>
<td>$23.03</td>
</tr>
<tr>
<td>0025-12-07</td>
<td>Personal Computers Pentiums</td>
<td>Mthly Maint 12 Hrs / 7 Days</td>
<td>$28.79</td>
</tr>
<tr>
<td>0025-24-07</td>
<td>Personal Computers Pentiums</td>
<td>Mthly Maint 24 Hrs / 7 Days</td>
<td>$38.38</td>
</tr>
<tr>
<td>0026-08-05</td>
<td>Portables: Pentium Laptops or Notebooks</td>
<td>Mthly Maint 8 Hrs / 5 Days</td>
<td>$29.67</td>
</tr>
<tr>
<td>0026-12-05</td>
<td>Portables: Pentium Laptops or Notebooks</td>
<td>Mthly Maint 12 Hrs / 5 Days</td>
<td>$35.61</td>
</tr>
<tr>
<td>0026-12-07</td>
<td>Portables: Pentium Laptops or Notebooks</td>
<td>Mthly Maint 12 Hrs / 7 Days</td>
<td>$44.51</td>
</tr>
<tr>
<td>0026-24-07</td>
<td>Portables: Pentium Laptops or Notebooks</td>
<td>Mthly Maint 24 Hrs / 7 Days</td>
<td>$59.35</td>
</tr>
<tr>
<td>0035-08-05</td>
<td>Desktop Printers 18 to 20 PPM</td>
<td>Mthly Maint 8 Hrs / 5 Days</td>
<td>$40.20</td>
</tr>
<tr>
<td>0035-12-05</td>
<td>Desktop Printers 18 to 20 PPM</td>
<td>Mthly Maint 12 Hrs / 5 Days</td>
<td>$48.24</td>
</tr>
<tr>
<td>0035-12-07</td>
<td>Desktop Printers 18 to 20 PPM</td>
<td>Mthly Maint 12 Hrs / 7 Days</td>
<td>$60.30</td>
</tr>
<tr>
<td>0035-24-07</td>
<td>Desktop Printers 18 to 20 PPM</td>
<td>Mthly Maint 24 Hrs / 7 Days</td>
<td>$80.40</td>
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<tr>
<td>0035a-08-05</td>
<td>Desktop Printers 21 to 30 PPM</td>
<td>Mthly Maint 8 Hrs / 5 Days</td>
<td>$42.12</td>
</tr>
<tr>
<td>0035a-12-05</td>
<td>Desktop Printers 21 to 30 PPM</td>
<td>Mthly Maint 12 Hrs / 5 Days</td>
<td>$50.54</td>
</tr>
<tr>
<td>0035a-12-07</td>
<td>Desktop Printers 21 to 30 PPM</td>
<td>Mthly Maint 12 Hrs / 7 Days</td>
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<td>Mthly Maint 24 Hrs / 7 Days</td>
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<td>Mthly Maint 8 Hrs / 5 Days</td>
<td>$44.22</td>
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<td>Desktop Printers 31 to 40 PPM</td>
<td>Mthly Maint 12 Hrs / 5 Days</td>
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</tr>
<tr>
<td>0035b-12-07</td>
<td>Desktop Printers 31 to 40 PPM</td>
<td>Mthly Maint 12 Hrs / 7 Days</td>
<td>$66.33</td>
</tr>
<tr>
<td>0035b-24-07</td>
<td>Desktop Printers 31 to 40 PPM</td>
<td>Mthly Maint 24 Hrs / 7 Days</td>
<td>$88.44</td>
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<tr>
<td>0035c-08-05</td>
<td>Desktop Printers 41 to 45 PPM</td>
<td>Mthly Maint 8 Hrs / 5 Days</td>
<td>$48.82</td>
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<tr>
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<td>Desktop Printers 41 to 45 PPM</td>
<td>Mthly Maint 12 Hrs / 5 Days</td>
<td>$58.58</td>
</tr>
<tr>
<td>0035c-12-07</td>
<td>Desktop Printers 41 to 45 PPM</td>
<td>Mthly Maint 12 Hrs / 7 Days</td>
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</tr>
<tr>
<td>0035c-24-07</td>
<td>Desktop Printers 41 to 45 PPM</td>
<td>Mthly Maint 24 Hrs / 7 Days</td>
<td>$97.63</td>
</tr>
<tr>
<td>0036-08-05</td>
<td>Desktop Plotters</td>
<td>Mthly Maint 8 Hrs / 5 Days</td>
<td>$22.02</td>
</tr>
<tr>
<td>0036-12-05</td>
<td>Desktop Plotters</td>
<td>Mthly Maint 12 Hrs / 5 Days</td>
<td>$26.42</td>
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<tr>
<td>0036-12-07</td>
<td>Desktop Plotters</td>
<td>Mthly Maint 12 Hrs / 7 Days</td>
<td>$32.02</td>
</tr>
<tr>
<td>0036-24-07</td>
<td>Desktop Plotters</td>
<td>Mthly Maint 24 Hrs / 7 Days</td>
<td>$44.03</td>
</tr>
<tr>
<td>0039-08-05</td>
<td>Monitors and Tape Drives Up to 15&quot;</td>
<td>Mthly Maint 8 Hrs / 5 Days</td>
<td>$1.91</td>
</tr>
<tr>
<td>0039-12-05</td>
<td>Monitors and Tape Drives Up to 15&quot;</td>
<td>Mthly Maint 12 Hrs / 5 Days</td>
<td>$2.30</td>
</tr>
<tr>
<td>0039-12-07</td>
<td>Monitors and Tape Drives Up to 15&quot;</td>
<td>Mthly Maint 12 Hrs / 7 Days</td>
<td>$2.87</td>
</tr>
<tr>
<td>0039-24-07</td>
<td>Monitors and Tape Drives Up to 15&quot;</td>
<td>Mthly Maint 24 Hrs / 7 Days</td>
<td>$3.83</td>
</tr>
<tr>
<td>0040-08-05</td>
<td>Monitors and Tape Drives 17&quot; to 19&quot;</td>
<td>Mthly Maint 8 Hrs / 5 Days</td>
<td>$3.83</td>
</tr>
<tr>
<td>0040-12-05</td>
<td>Monitors and Tape Drives 17&quot; to 19&quot;</td>
<td>Mthly Maint 12 Hrs / 5 Days</td>
<td>$4.59</td>
</tr>
<tr>
<td>0040-12-07</td>
<td>Monitors and Tape Drives 17&quot; to 19&quot;</td>
<td>Mthly Maint 12 Hrs / 7 Days</td>
<td>$5.74</td>
</tr>
<tr>
<td>0040-24-07</td>
<td>Monitors and Tape Drives 17&quot; to 19&quot;</td>
<td>Mthly Maint 24 Hrs / 7 Days</td>
<td>$7.66</td>
</tr>
<tr>
<td>0041-08-05</td>
<td>Monitors and Tape Drives 20&quot; to 22&quot;</td>
<td>Mthly Maint 8 Hrs / 5 Days</td>
<td>$5.74</td>
</tr>
<tr>
<td>0041-12-05</td>
<td>Monitors and Tape Drives 20&quot; to 22&quot;</td>
<td>Mthly Maint 12 Hrs / 5 Days</td>
<td>$6.89</td>
</tr>
<tr>
<td>0041-12-07</td>
<td>Monitors and Tape Drives 20&quot; to 22&quot;</td>
<td>Mthly Maint 12 Hrs / 7 Days</td>
<td>$8.61</td>
</tr>
<tr>
<td>0041-24-07</td>
<td>Monitors and Tape Drives 20&quot; to 22&quot;</td>
<td>Mthly Maint 24 Hrs / 7 Days</td>
<td>$11.94</td>
</tr>
<tr>
<td>0045b-08-05</td>
<td>Fax Machines 10-12 PPM</td>
<td>Mthly Maint 8 Hrs / 5 Days</td>
<td>$21.67</td>
</tr>
<tr>
<td>0045b-12-05</td>
<td>Fax Machines 10-12 PPM</td>
<td>Mthly Maint 12 Hrs / 5 Days</td>
<td>$35.61</td>
</tr>
<tr>
<td>0045b-12-07</td>
<td>Fax Machines 10-12 PPM</td>
<td>Mthly Maint 12 Hrs / 7 Days</td>
<td>$44.51</td>
</tr>
<tr>
<td>0045b-24-07</td>
<td>Fax Machines 10-12 PPM</td>
<td>Mthly Maint 24 Hrs / 7 Days</td>
<td>$59.35</td>
</tr>
</tbody>
</table>
Monthly maintenance plans are not available for adaptive devices listed under SIN 132-8. After the initial 12 month warranty expires, ordering activities may purchase additional 12 month warranty protection plans or utilize the time and material rates set forth above. The additional 12 month warranty protection plan pricing is as follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0047</td>
<td>Cub Jr. - 12 Month Extended Warranty</td>
<td>$604.53</td>
</tr>
<tr>
<td>0048</td>
<td>Cub - 12 Month Extended Warranty</td>
<td>$755.67</td>
</tr>
<tr>
<td>0049</td>
<td>Max - 12 Month Extended Warranty</td>
<td>$906.80</td>
</tr>
<tr>
<td>0050</td>
<td>Emprint Spotdot - 12 Month Extended Warranty</td>
<td>$1,057.93</td>
</tr>
<tr>
<td>0051</td>
<td>Premier 80 - 12 Month Extended Warranty</td>
<td>$1,657.43</td>
</tr>
<tr>
<td>0052</td>
<td>Premier 100 - 12 Month Extended Warranty</td>
<td>$1,879.09</td>
</tr>
<tr>
<td>0053</td>
<td>Elite 150 - 12 Month Extended Warranty</td>
<td>$2,654.91</td>
</tr>
<tr>
<td>0054</td>
<td>Elite 200 - 12 Month Extended Warranty</td>
<td>$3,098.24</td>
</tr>
</tbody>
</table>
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 54151S)

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>GSA hourly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation Technician, Junior</td>
<td>$51.87</td>
</tr>
<tr>
<td>Adaptive Equipment Trainer</td>
<td>$154.62</td>
</tr>
<tr>
<td>IT Maintenance Technician III</td>
<td>$57.10</td>
</tr>
</tbody>
</table>

1. SCOPE
a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES
a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND

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

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY:** Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

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

10. **ORGANIZATIONAL CONFLICTS OF INTEREST**

    a. **Definitions.**

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

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

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

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

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

12. **PAYMENTS:** For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and

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

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

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

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

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

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

<table>
<thead>
<tr>
<th>Labor Category Descriptions</th>
</tr>
</thead>
</table>

**Commercial Job Title:** Adaptive Equipment Trainer

**Minimum/General Experience:** 4 years of specific technical experience which applies to IT adaptive equipment (such as refreshable Braille displays, speech recognition software, speech output software, CCTV devices, screen magnifiers, specialized keyboards and software for the learning disabled) for disabled computer users. Requires competence and knowledge of available hardware, system software, input/output devices, and discrete devices relating to the specialized market of adaptive equipment. Knowledge of Braille helpful.

**Functional Responsibility:** Trains disabled end users in the use of and how to work with specialized devices enabling them to use standard computers.

**Minimum Education:** High School Diploma or GED or 5 years of experience in the adaptive equipment field.
**Commercial Job Title:** IT Maintenance Technician III

**Minimum/General Experience:** 4 years of experience maintaining IT equipment.

**Functional Responsibility:** Maintains, analyzes, troubleshoots, and repairs IT computer systems, hardware and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Supports and maintains user account information including rights, security and systems groups. Familiar with a variety of IT concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. Typically reports to a project leader or manager. A wide degree of creativity and latitude is expected.

**Minimum Education:** Associate's Degree in Engineering, Information Technology or the Sciences.

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**Commercial Job Title:** Installation Technician, Junior

**Minimum/General Experience:** 2 years of technical experience which applies to IT computer installations. Requires competence in system configuration, software installation and hardware installation. Also requires knowledge of hardware and software interoperability within local area networks.

**Functional Responsibility:** Performs installations of IT equipment within a structured environment. Generally works under direct supervision of a senior Installation Technician.

**Minimum Education:** High School Diploma or GED.

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**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) Perpetual Software License**

**SPECIAL ITEM NUMBER 511210**

511210 --- Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING Includes operating system software, application software, EDI translation and mapping software, enabled email message based products, Internet software, database management programs, and other software.

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/ upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and Frequently Asked Questions (FAQs), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

Software Maintenance as a product is billed at the time of purchase.

NOTE: The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the
"fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request awarded Commercial Supplier Agreements (CSAs) (to include End User License Agreements (EULAs) or Terms of Service (TOS) Agreements) to assist the ordering activities with reviewing the terms and conditions including additional products, services, and prices.

Exception: According to SBA standards NAICS code 541519 has the dollar value standard of $27.5 million except if you are a Value Added Reseller (150 employee standard). For more information, please visit https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf

<table>
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<tr>
<th>NAICS Number</th>
<th>Description</th>
<th>Business Size</th>
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<tbody>
<tr>
<td>511210</td>
<td>Software Publishers</td>
<td>38.5 million</td>
</tr>
<tr>
<td>541519</td>
<td>Other Computer Related Services</td>
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SubSIN Category(s):

FSC/PSC Class 7030 ADP SOFTWARE
- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Management Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Microcomputers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information
- Utility Software

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.

Contractors are encouraged to offer SIN 54151: Software Maintenance Services in conjunction with SIN 511210 Term Software Licenses and/or SIN 511210 Perpetual Software Licenses.

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT
- Maintenance of Software
54151 --- Software Maintenance Services SUBJECT TO COOPERATIVE PURCHASING Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance services are billed in arrears in accordance with 31 U.S.C. 3324.

NOTE: Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request awarded Commercial Supplier Agreements (CSAs) (to include End User License Agreements (EULAs) or Terms of Service (TOS) Agreements) to assist the ordering activities with reviewing the terms and conditions including additional products, services, and prices.

Exception: According to SBA standards NAICS code 541519 has the dollar value standard of $27.5 million except if you are a Value Added Reseller (150 employee standard). For more information, please visit https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf

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SubSIN Categorie(s):

- FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT
- Maintenance of Software

**GSA PRICE LIST** – go to [www.gsaadvantage.gov](http://www.gsaadvantage.gov) to view ITG’s GSA contract number 47QTCA19D001S

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