



**CRYPTTEK™**

*Authorized Information Technology  
Schedule Pricelist*

**Federal Supply Service**  
U.S. General Services Administration

**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

**GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT,  
SOFTWARE AND SERVICES**

<u>Special Item Numbers (SIN)</u>	<u>Products/Services</u>
132-8 .....	Purchase of Equipment
132-12 .....	Maintenance, Repair Service and Repair Parts
132-33 .....	Perpetual Software Licenses
132-34 .....	Maintenance of Software
132-50 .....	Training Courses

**SIN 132-8 Purchase of Equipment**

FSC Class 5810 .....	COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
FSC Class 5815 .....	FACSIMILE EQUIPMENT

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

**SIN 132-12 Maintenance of Equipment,  
Repair Service, and Repair Parts**

FPDS Code J070 .....	See FSC Class for basic equipment
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**SIN 132-33 Perpetual Software Licenses**

FSC Class 7030 .....	INFORMATION TECHNOLOGY SOFTWARE
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NOTE: 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>.

**SIN 132-34 Maintenance of Software**

No Code or Class .....	See FSC Class for basic software
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**SIN 132-50 Training Courses**

FPDS Code U012 .....	TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
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**Contractor:**

**Cryptek, Inc.**  
1501 Moran Road  
Sterling, VA 20166  
(571) 434-2000  
[www.cryptek.com](http://www.cryptek.com)

**Contract Number: GS-35F-0007L**

**Period Covered By Contract:**  
October 1, 2000 through September 30, 2010

**General Services Administration  
Federal Supply Service**

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

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**CONTRACT MODIFICATIONS**

This Schedule Contract Pricelist includes Modifications through Number PO-0062 effective May 22, 2008.

**INFORMATION FOR ORDERING OFFICES****SPECIAL NOTICE TO AGENCIES**  
Small Business Participation

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

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

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

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

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico, the U.S. Territories and all other overseas locations. The geographic scope is the same for all items offered under this contract.

**2. CONTRACTOR ORDERING ADDRESS AND PAYMENT INFORMATION:****a. ORDERING ADDRESS.**

Cryptek, Inc.  
1501 Moran Road  
Sterling, VA 20166  
Or  
Cryptek, Inc.  
c/o Authorized Reseller (See Listing)

**b. PAYMENT ADDRESS.**

Cryptek, Inc.  
1501 Moran Road  
Sterling, VA 20166  
Or  
Cryptek, Inc.  
c/o Authorized Reseller (See Listing)

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

- c. **CREDIT CARDS.** Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer will be printed on the invoice.
- d. **TECHNICAL AND/OR ORDERING ASSISTANCE.** The following telephone numbers that can be used by ordering activities to obtain technical and/or ordering assistance:

Ordering Assistance..... (800) 753-0706

Technical Assistance on the  
Facsimile and Network Products ..... (800) 753-0706

**3. LIABILITY FOR INJURY OR DAMAGE:**

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

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING ACTIVITIES COMPLETION OF STANDARD FORM 279:**

- a. Information for Field Buying Offices to Complete Standard Form 279, Federal Procurement Data System (FPDS) Individual Contract Action Report.

Block 9: G (Order/Modification Under Federal Schedule).  
Block 16: Data Universal Numbering System (DUNS) number is 93-335-0100.  
Block 30: Type of Contractor is (B) Other Small Business.  
Block 31: Woman-Owned Small Business (No).  
Block 36: Contractor's Taxpayer Identification Number (TIN) is 26-0014321.

- b. **CAGE CODE:** 09JM1 (for DD Form 350).

- c. Contractor has registered with the Central Contractor Registration Database.

**5. F.O.B. POINT:**

- a. Destination for the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.
- b. Point of Exportation for all other overseas locations. In place of an delivery/installation date for equipment, a shipping date shall be specified on the order. The Contractor shall pay for shipment to a CONUS APO/FPO or point of exportation designated by the Contracting Officer. At the option of the ordering activity, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization for all shipping, export, and other charges must be included on the ordering activity order.

**6. DELIVERY SCHEDULE:**

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

<u>Special Item Number</u>	<u>Delivery Time (Days ARO)</u>
For Facsimile Products:	
132-8 .....	60 Days
For DiamondTek Products:	
132-8 .....	30 Days
132-33 .....	15 Days

- b. EXPEDITED DELIVERY. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

<u>Special Item Number</u>	<u>Expedited Delivery Time (Hours/Days ARO)</u>
For Facsimile Products:	
132-8 .....	30 Days
For DiamondTek products:	
132-8 .....	15 Days
132-33 .....	7 Days

- c. OVERNIGHT AND 2-DAY DELIVERY. When schedule customers require overnight or 2-day delivery, ordering activities are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor provides overnight and 2-day delivery times subject to the availability of product inventory. The Contractor shall pay for shipment, with freight prepaid and invoiced. Authorization must be included on the ordering activity order for products.
- d. URGENT REQUIREMENTS. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**7. DISCOUNTS:**

- a. PROMPT PAYMENT. Prompt payment is 0 % 30 days, Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. QUANTITY. NONE.
- c. DOLLAR VOLUME. NONE.
- d. EDUCATIONAL INSTITUTIONS. Educational Institutions are offered the same discounts as all ordering activity customers.

- e. PREPAYMENT MAINTENANCE DISCOUNT. 5% discount on the Standard, Premium and Premium Plus Support Plans (for use at the expiration of the warranty) if purchased with the initial hardware/software order. Discount only applies to the first year's maintenance plan

**8. TRADE AGREEMENTS ACT OF 1979 (as amended):**

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

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

Not available within the scope of this contract.

**10. SMALL REQUIREMENTS:**

The minimum dollar value of an order for delivery to one destination is \$100.00.

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

- a. SPECIAL ITEM 132-8 - PURCHASE OF EQUIPMENT. The maximum dollar value per order for all purchased equipment will be \$500,000.
- b. SPECIAL ITEM 132-12 – MAINTENANCE OF EQUIPMENT. The maximum dollar value per order for all maintenance of equipment will be \$500,000.
- c. SPECIAL ITEM 132-33 - PERPETUAL SOFTWARE LICENSES. The maximum dollar value per order for all perpetual licenses will be \$500,000.
- d. SPECIAL ITEM 132-34 – MAINTENANCE OF SOFTWARE. The maximum dollar value per order for all maintenance of software will be \$500,000.
- e. SPECIAL ITEM 132-50 - TRAINING COURSES. The maximum dollar value per order for all training courses will be \$25,000.

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

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

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

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

Federal departments and ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing

Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

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

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

### 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

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

### 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001):

- a. SECURITY CLEARANCES: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b. TRAVEL: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

- c. CERTIFICATIONS, LICENSES AND ACCREDITATIONS: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code

classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

- d. INSURANCE: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e. PERSONNEL: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. ORGANIZATIONAL CONFLICTS OF INTEREST: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. DOCUMENTATION/STANDARDS: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. DATA/DELIVERABLE REQUIREMENTS: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. GOVERNMENT-FURNISHED PROPERTY: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. AVAILABILITY OF FUNDS: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

### 15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

### 16. GSA ADVANTAGE!:

The 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 category(ies).

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

#### 17. PURCHASE OF OPEN MARKET ITEMS:

NOTE: Open Market Items are also known as incidental items, non-contract 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 8.401(d).

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

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

#### 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

#### 19. OVERSEAS ACTIVITIES:

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

- a. Orders will be accepted by the Contractor on a case by case basis.
- b. Orders will be subject to F.O.B. terms set forth in paragraph 5.b.

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 (Purchase, Maintenance, and Repair Service).

#### 20. BLANKET PURCHASE AGREEMENTS (BPAs):

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

#### 21. CONTRACTOR TEAM ARRANGEMENTS:

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

#### 22. INSTALLATION, DEINSTALLATION, REINSTALLATION:

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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 132-8.

#### 23. SECTION 508 COMPLIANCE:

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

The Contractor is in the process of determining Section 508 conformance.

#### 24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES:

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

- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- b. The following statement:

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

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

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

#### 26. SOFTWARE INTEROPERABILITY.

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

#### 27. ADVANCE PAYMENTS:

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than

the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM 132-8)**

#### 1. MATERIAL AND WORKMANSHIP:

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

#### 2. ORDER:

Written orders, EDI orders (GSA *Advantage!* and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) 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 BPA's, 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 unless otherwise specified.

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals relating to the equipment being installed/purchased that is normally provided commercially at no charge.

## 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 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, the Contractor's standard commercial warranty as set forth below will apply to this contract.

For a period of one (1) year from shipment, the Company warrants the Products to be free from defects in material and workmanship. The sole liability of the Company in this respect is limited to furnishing, without charge, repair or replacements for Products which have been promptly reported in writing by the Buyer as being defective, have been returned to the Company at Buyer's risk and expense, and are determined to be defective by the Company upon inspection.

The above warranties are for the benefit of and shall apply only to the Buyer. The above warranties will not apply if the defect arises out of accident, neglect, unauthorized alteration, misuse, failure of electric power, air conditioning, humidity control, causes other than ordinary use, or causes beyond the Company's control. Parts and repair service outside the scope of this warranty will be furnished as available and at then-current prices. Installation assistance, and maintenance and repair service plans, may be obtained separately from the Company.

THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES EXPRESS OR IMPLIED. THE CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE PRODUCTS, WHETHER IN A CONTRACT OR TORT ACTION INCLUDING NEGLIGENCE, EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE CONTRACTOR HAVE ANY LIABILITY IN EXCESS OF AMOUNTS PAID TO THE CONTRACTOR UNDER ORDERING ACTIVITY'S PURCHASE ORDER.

Firmware warranty is listed under the provisions of SIN 132-33 (Paragraph 2, Guarantee/Warranty).

The current commercial warranty for each Manufacturer is set forth in the Authorized Pricelist.

- 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. Inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

1501 Moran Road  
Sterling, VA 20166

and defective equipment will normally be repaired or replaced within fourteen (14) days after receipt.

The Contractor may instruct the ordering activity to forward a product to the original manufacturer for repair under the warranty.

## 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 FPMR 41 CFR part 101-46.

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE,  
REPAIR SERVICE AND REPAIR PARTS FOR ORDERING  
ACTIVITY-OWNED GENERAL PURPOSE INFORMATION  
TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF  
GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN  
REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/  
WARRANTY PROVISIONS (SPECIAL ITEM 132-12)**

**1. SERVICE AREAS:**

- a. The maintenance rates listed herein are applicable to any ordering activity location within the scope of this contract.
- b. Maintenance services will be performed at the Contractor's plant listed below:

1501 Moran Road  
Sterling, VA 20166
- c. The Contractor may instruct the ordering activity to forward a product to the original manufacturer for repair under the maintenance plans.

**2. MAINTENANCE ORDER:**

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor 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 132-12). 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 the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the Authorized 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 the Contractor; 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 the Contractor, 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 the Contractor 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 ORDERS:**

Ordering activities 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 under this contract. Orders for repair service shall not extend beyond the end of the contract period.

**4. LOSS OR DAMAGE:**

When the ordering activity returns equipment to the Contractor's establishment for repairs, the ordering activity shall be responsible for any damage or loss from the time the equipment is removed from the ordering activity installation until it is received at the Contractor's facility. The Contractor shall only be responsible for any loss or damage while the equipment is at the Contractor's facility and until the equipment is returned to such installation.

**5. SCOPE:**

- a. The Contractor shall provide maintenance for equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair 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 the Contractor, 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 the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

**6. RESPONSIBILITIES OF THE ORDERING ACTIVITY:**

Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

**7. RESPONSIBILITIES OF THE CONTRACTOR:**

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required.

**8. MAINTENANCE RATE PROVISIONS:**

The Contractor 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.

- a. **FACSIMILE PRODUCTS.** For the Facsimile products, maintenance includes standard Return to Factory Repair service for hardware products. Defective equipment will be normally repaired or replaced within fourteen (14) days after receipt. Monthly rates are set forth in the Authorized Pricelist.
- b. **DIAMONDTEK PRODUCTS.** Software and hardware maintenance support plans include the following:

- (1) **STANDARD SUPPORT.** Standard Support provides for a higher level of response and includes the following features:
  - Email or phone technical support, 8:00 am – 5:00 pm, Eastern Standard Time, Monday – Friday, excluding Cryptek holidays, with a one-business day target response time.
  - Five-business day replacement for hardware.
  - All software maintenance releases and software upgrades during the contract period.

The Standard Support Agreement has an initial term of one year.

- (2) **PREMIUM SUPPORT.** Premium Support provides for a higher level of response for mission critical environments, and includes the following features:

- Email or phone technical support, 7:00 am – 7:00 pm, Eastern Standard Time, Monday – Friday, excluding Cryptek holidays, with a same day target response time.
- All software maintenance releases and software upgrades during the contract period.

The Premium Support Agreement has an initial term of one year.

- (3) **PREMIUM PLUS SUPPORT.** Premium Plus Support provides for the highest level of response for the most mission critical environments, and includes the following features:

- Email or phone support, 7 X 24 X 365, with a four-hour target response time.
- Next business day replacement for hardware.
- All software maintenance releases and software upgrades during the contract period.

The Premium Plus Support Agreement has an initial term of one year

Under all the Annual Maintenance Support Services (Standard Support, Premium Support and Premium Plus Support Plans), transportation costs for shipment of defective products to the Contractor is the ordering activity's responsibility. Transportation costs for shipment of repaired products back to ordering activity will be Contractor's responsibility.

- (4) See Paragraph c. REPAIR SERVICE RATES below.

**9. REPAIR SERVICE RATE PROVISIONS:**

- 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.

- b. **TRANSPORTATION.**

- (1) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- (2) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

- c. **REPAIR SERVICE RATES.**

Minimum Charge*	Regular Hours Per Hour**	After Hours Per Hour**	Sunday and Holiday Per Hour
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At Contractor's Shop

\$124..... \$124.....\$124..... \$124

\*Minimum charges include one hour.

\*\*Fractional hours, at the end of the job, will be prorated

**10. REPAIR PARTS RATE PROVISIONS:**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this Authorized Pricelist, shall be new, standard parts manufactured by the equipment manufacturer. Repair parts not listed in the Price List are discounted at 6.6% off the current list price effective October 1, 2000.

**11. GUARANTEE/WARRANTY - REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS:**

- a. **REPAIR SERVICE.** All repair work will be guaranteed/warranted for a period of 90 days.
- b. **REPAIR PARTS.** All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 90 days.

**12. INVOICES AND PAYMENTS:**

- a. MAINTENANCE SERVICE.
  - (1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
  - (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 the Contractor as soon as possible after completion of the work. Payment under blanket purchase orders 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.

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM 132-33) AND MAINTENANCE (SPECIAL ITEM 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. 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 software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software 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 software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY:**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as set forth below will apply to this contract.

Contractor warrants that the Software, when properly used, will operate in all material respects in conformity with Contractor's published specifications for such version, and the Software media shall be free of defects for ninety (90) days.
- 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.

**3. TECHNICAL SERVICES:**

Technical services are only provided under SIN 132-34 Software Maintenance (See Paragraph 4 below).

**4. SOFTWARE MAINTENANCE:**

- a. Software and hardware maintenance support plans include the following:
  - (1) STANDARD SUPPORT. Standard Support provides for a higher level of response and includes the following features:
    - Email or phone technical support, 8:00 am – 5:00 pm, Eastern Standard Time, Monday – Friday, excluding Cryptek holidays, with a one-business day target response time.
    - Five-business day replacement for hardware.
    - All software maintenance releases and software upgrades during the contract period.
  - (1) The Standard Support Agreement has an initial term of one year.
  - (2) PREMIUM SUPPORT. Premium Support provides for a higher level of response for mission critical environments, and includes the following features:
    - Email or phone technical support, 7:00 am – 7:00 pm, Eastern Standard Time, Monday – Friday, excluding Cryptek holidays, with a same day target response time.
    - Two-business day replacement for hardware.
    - All software maintenance releases and software upgrades during the contract period.

The Premium Support Agreement has an initial term of one year.
  - (5) PREMIUM PLUS SUPPORT. Premium Plus Support provides for the highest level of response for the most mission critical environments, and includes the following features:
    - Email or phone support, 7 X 24 X 365, with a four-hour target response time.
    - Next business day replacement for hardware.
    - All software maintenance releases and software upgrades during the contract period.

The Premium Plus Support Agreement has an initial term of one year

**5. PERIODS OF MAINTENANCE (132-34):**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

- c. **ANNUAL FUNDING.** When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

Notwithstanding "c", above, the ordering activity may choose to issue a delivery order for maintenance which extends beyond the end of the fiscal year, under the authority of FAR 37.106 and/or DFAR 237.106(2).

- d. **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.
- e. Ordering activity should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

#### **6. UTILIZATION LIMITATIONS (132-33, AND 132-34):**

Commercial computer software and/or commercial computer software documentation is offered by the Contractor under licenses customarily provided to the public. The ordering activity shall have only those rights specified herein. The Contractor does not furnish technical information related to commercial computer software (or commercial computer software documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer software (or commercial computer software documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:

Under this License Agreement, the owner of the DiamondTEK product grants the non-exclusive rights to:

- a. Use the DiamondTEK product on any computer, provided that any software, imbedded in these products or necessary for their use, is used on only one computer or network at a time;
- b. Use the DiamondTEK product software on only the number of secure nodes up to the number set forth in the paid-up License Agreement; (Note that a "secure node" is any computer that has a DiamondTEK product installed, thereby providing network security protection for either individual servers or end user workstations).
- c. Reproduce the DiamondTEK product, for the purposes of safekeeping (archiving) or backup, provided all copyright notices and proprietary, restricted, or limited rights legends are reproduced; and
- d. Transfer the DiamondTEK product to another party by transferring the original media, in accordance with the following terms of the transfer. This transfer shall include any backups or archives thereof, any DiamondTEK hardware, and all documentation, including this License Agreement. The transferring party shall remove and

destroy all other copies of the DiamondTEK product; the party receiving the transferred DiamondTEK product shall notify the Contractor and agree in writing to accept the terms and conditions of this License Agreement.

In general, and except as specifically stated above, the DiamondTEK product is licensed to the ordering activity under a binary-only, restricted use license, meaning that you may install each purchased product on only a single computer. Copying, redistribution, reverse engineering and/or modification of these components are prohibited. Any violation of the applicable license terms shall immediately terminate your license.

Notwithstanding the above, the Contractor retains ownership of the DiamondTEK product and all rights therein remain with the Contractor, or in suppliers from whom the Contractor has acquired license rights. The DiamondTEK product, in addition to being protected by copyright and other provisions of law, is a trade secret of the Contractor. Thus, you agree to protect all firmware and software aspects of the DiamondTEK product from discovery by anyone. In the event any firmware or software aspect of the DiamondTEK product becomes known to you, you will preserve such knowledge in confidence and will not disclose it to any third parties, including, but not limited to, your prime contractors, subcontractors and agents. This provision does not limit your rights to use the DiamondTEK product, or information contained in DiamondTEK software or documentation, as set forth above or as you may already have or obtain without restriction.

#### **7. SOFTWARE CONVERSIONS (132-33):**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. The purchase price of the new software shall be reduced by the amount that was paid to purchase the same version on the initial operating system.

#### **8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:**

All equipment compatibility or supported hardware functions applicable to Contractor's products are set forth in the Contractor's published literature or manuals supplied with the Products. For all additional information concerning supported hardware or compatibility requirements the ordering activity is advised to contact the Contractor.

#### **9. RIGHT-TO-COPY PRICING:**

Right -to-copy pricing and/or licensees are available for back-up purposes only under the scope of this contract.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING RELATED TO GENERAL PURPOSE INFORMATION  
TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM 132-50)**

**1. SCOPE:**

- a. The Contractor shall provide training normally available to commercial customers, which is necessary to permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

**2. ORDER:**

A written order, EDI (GSA *Advantage!* and FACNET), credit card orders and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY:**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

**4. CANCELLATION AND RESCHEDULING:**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT:**

The Contractor shall provide telephone hotline support under the provisions of Special Item Number 132-34 only.

**6. PRICE FOR TRAINING:**

The 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 price in effect at the time the training course is conducted, whichever is less.

**7. INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears 31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

**8. FORMAT AND CONTENT OF TRAINING:**

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-two assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (6) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.



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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

- + Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- + Customers make a best value selection.

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

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

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

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

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

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

Here is a general outline on how it works:

- + The customer identifies their requirements.
- + Federal Supply Schedule Contractors may individually meet the customers needs, or -