



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

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.gsadvantage.gov>

DOMESTIC FEDERAL SUPPLY SCHEDULE CONTRACT

PRICE LIST SCHEDULE TITLE: GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

FSC GROUP: 70

SIN 132-8 PURCHASE OF EQUIPMENT

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT
FSC Class 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE
FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT (LESS ECM, ECCM AND QRC)

SIN 132-12 EQUIPMENT MAINTENANCE

FPDS Code J070 – MAINTENANCE AND REPAIR SERVICE

SIN 132-33 PERPETUAL SOFTWARE LICENSES

FSC Class 7030 - INFORMATION TECHNOLOGY SOFTWARE

CONTRACT NUMBER: GS-35F-0086S

PERIOD COVERED BY CONTRACT:

November 1, 2010 – October 31, 2020

For more information on ordering from the Federal Supply Schedules
click on the FSS Schedules button at <http://fss.gsa.gov>

IDA of Moorhead Corporation

1345 Main Ave., PO Box 7067, Fargo ND 58103-4443

Phone: (701) 280-1122

Fax: (218) 233-1886

Website: www.idaco.com

Administration source: sales@idaco.com

Price list

General Services Administration
Management Services Center Acquisition Division

Modification # PO-0008, Dated: 11/01/2015

Business Size: Other than small business

DUNS: 086103538



GSA AWARDED TERMS AND CONDITIONS

IDA of Moorhead Corporation

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINS)

Special Item Number 132-8: Purchase of Equipment
Special Item Number 132-12: Equipment Maintenance, Repair Services and/or Repair/Spare Parts
Special Item Number 132-33: Perpetual Software Licenses

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN

See Price List

1c. HOURLY RATES (Services Only)

N/A

2. MAXIMUM ORDER

(All dollar amounts are exclusive of any special delivery requirements)
The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-8: Purchase of Equipment
Special Item Number 132-12: Maintenance of Equipment
Special Item Number 132-33: Perpetual Software Licenses

3. MINIMUM ORDER

The minimum dollar value of orders to be issued is \$10.

4. GEOGRAPHIC COVERAGE

The Geographic Scope of Contract will be domestic delivery only. Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. POINT OF PRODUCTION

City of Fargo, Cass County, ND 58103

6. DISCOUNT FROM LIST PRICES

Net GSA pricing is listed in Price List. Basic discounts have been deducted.

7. QUANTITY DISCOUNTS

Quantity: The prices in the GSA Price List, includes the discounts offered for quantities up to 24, per line item. Further discount per line item for quantities of 24 to 99 is calculated by dividing the GSA price by 0.515 and then multiplying by 0.495. For quantities 100 and greater, divide the GSA price by 0.515 and then multiply by 0.43.

8. PROMPT PAYMENT TERMS

0 % - Net 30 days from receipt of invoice or date of acceptance, whichever is later.

2 % - Within 30 days from receipt of invoice.

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD

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

10. FOREIGN ITEMS

None.

11a. TIME OF DELIVERY

SPECIAL ITEM NUMBER 132-8: 30 Days delivered after receipt of order (ARO).

SPECIAL ITEM NUMBER 132-12: The timeline will be on a case-to-case basis.

SPECIAL ITEM NUMBER 132-33: 30 Days delivered after receipt of order (ARO).

11b. EXPEDITED DELIVERY

Expedited delivery is not included under the contract, but can be offered on a case-to-case basis.

11c. OVERNIGHT AND 2-DAY DELIVERY

Overnight and 2-day delivery are not offered under the contract, but can be offered on a case-to-case basis.

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.

12. F.O.B. POINTS

Alaska – Origin - Buyer pays shipping cost Hawaii- Origin – Buyer pays shipping cost
Puerto Rico – Origin – Buyer pays shipping cost Continental US - Destination

13a. ORDERING ADDRESS

IDA of Moorhead Corporation
1345 Main Ave.
PO Box 7067
Fargo ND 58103-4443
Telephone: 701-280-1122 or 800-627-4432
Fax: 218-233-1886
sales@idaco.com

13b. ORDERING PROCEDURES

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

14. PAYMENT ADDRESS

IDA of Moorhead Corporation
1345 Main Ave.
PO Box 7067
Fargo ND 58103-4443
Telephone: 701-280-1122
Fax: 218-233-1886

15. WARRANTY PROVISION

- a. SPECIAL ITEM NUMBER 132-8, refer to page 6, item 6.
SPECIAL ITEM NUMBER 132-12, refer to page 11, item 11.
SPECIAL ITEM NUMBER 132-33, refer to page 13, item 3.

16. EXPORT PACKING CHARGES

N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE

Accepted below, at, and above the micro-purchase threshold.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR

N/A

19. TERMS AND CONDITIONS OF INSTALLATION

N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES

N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES

N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS

Repair services will be provided solely at IDA's factory location:
1801 38th Street S, Fargo ND 58103

22. LIST OF PARTICIPATING DEALERS

N/A

23. PREVENTIVE MAINTENANCE

N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (E.G., RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS)

N/A

24b. SECTION 508 COMPLIANCE

N/A

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER

086103538

26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) AND/OR SYSTEM AWARD MANAGEMENT (SAM) DATABASE

Active

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

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

Any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. Equipment provided is normally self-installable. Installation and setup help is available through IDA's Technical support at (800)627-4432 or techsupport@idaco.com.

Installation services are outside the scope of this contract.

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, de-installation, and reinstallation services under SIN 132-8.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its 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

IDA warrants that all of its products will be free from material defects and workmanship for a period one (1) year from date of shipment (except where indicated otherwise in the IDA Price List). This warranty does not apply to any parts damaged due to improper use or violation of instructions. It does not extend to damage incurred by natural causes such as lightning, fire, floods, and other such catastrophes; neither to damage caused by environmental extremes, such as power surges and transients.

ALL WARRANTIES MUST BE PERFORMED AT IDA FACILITY AS MENTIONED BELOW. NO CREDIT WILL BE GIVEN FOR UNAUTHORIZED REPAIR WORK ATTEMPTED BY THE CUSTOMER. IN-WARRANTY MERCHANDISE MUST BE SHIPPED FREIGHT PREPAID TO IDA.

From time to time, IDA may procure third (3rd) party products or parts to meet the requirement of the Buyer. For all of these products and parts, IDA shall NOT WARRANT error-free operations or functioning of these products and/or parts. In all of these cases, the buyer shall be subjected to the warranty terms offered by the 3rd party vendor to the Buyer, subject to the limitations therein.

IDA will repair or replace the equipment and return to the customer, freight prepaid, within the continental United States. Equipment found not to be defective will be returned at the purchaser's expense, and it will include the cost to ship, test, and return the equipment.

Equipment returned for repair must have a return merchandise authorization (RMA) number. All returned equipment must have the RMA number listed on the outside of the shipping container. The Ordering Authority shall contact IDA for the required RMA prior to shipment.

Buyer agrees that the selection of IDA's products and solutions is based solely on its decision and discretion. If buyer has provided IDA with any custom specifications, specific requirements or engineering or other drawings, or if IDA provides buyer with such materials, it is agreed this was done with the intention to better clarify the requirements and the scope of work to either

parties and shall NOT be binding on IDA unless agreed in writing by the senior management of IDA. IDA WARRANTS THAT THE ORDERED PRODUCTS BY THE BUYER WILL BE SUBJECT TO THE LIMITATIONS SET FORTH BELOW.

Out-of-warranty repairs will be billed at the current factory labor rate plus the components needed for replacement.

A \$5.00 handling fee will be charged on all repairs and returns.

All the repairs shall be shipped to IDA facility at 1801 38th Street S, Fargo, ND 58103

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

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 1801 38th Street S, Fargo ND 58103

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

a. The repair service rates listed herein are applicable to any ordering activity location within a 0 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

Under SIN 132-12, IDA will provide only repair services, solely at its factory location, technical support via phone during IDA's regular business hours and After Hours Technical Support via phone.

b. The repair services will be performed at the Contractor's plant(s) listed below:

Repair services will be provided solely at IDA's factory location:
1801 34th Street, Fargo, ND 58103.

2. MAINTENANCE ORDER

a. Maintenance if out of the scope for this contract.

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 perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

IDA will provide repair service solely at its factory location.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor 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. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. 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 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).

Under SIN 132-12, IDA will provide only repair services, solely at its factory location, technical support via phone during IDA's regular business hours and After Hours Technical Support via phone.

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 a maintenance order, unless agreed to by the Contractor.

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

c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

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. Within the service areas, this repair service should normally be done within 4 hours after notification.

Repair services will be provided solely at IDA's factory location.

8. MAINTENANCE RATE PROVISIONS

Not Applicable

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, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a 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.

Repair services will be provided solely at IDA's factory location.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) 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.

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

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.(CST), 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 the Contractor.

(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 the Contractor.

(3) SUNDAYS AND HOLIDAYS OUTSIDE THE SCOPE OF THIS CONTRACT

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 the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

Since repair services will be provided solely at IDA’s factory location, repair work will be performed during regular operating hours, Monday through Friday excluding IDA holidays.

REPAIR SERVICE RATES

Location: Contractor’s Facility

	Minimum Charge (Per Hour)	Regular Hours (Per Hour)	After Hours (Per Hour)	Sundays and Holidays (Per Hour)
Expedited: Operations Disrupted	\$175.00	\$175.00		
Standard: Operations Uninterrupted	\$75.00	\$75.00		
After Hours Technical Support via Phone	\$150.00		\$150.00	

*MINIMUM CHARGES INCLUDE one (1) FULL HOUR ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

Repair services will be provided solely at IDA’s factory location. Repair work will be performed during regular operating hours, Monday through Friday excluding IDA holidays.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this price list, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's database at a discount of 0 % from such listed prices.

Repair parts, for which IDA receives a small compensation, are incidental to repair service. The prices for repair parts are in a database rather than a standard price list due to the large quantity of parts.

Spare parts are outside the scope of this contract.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed /warranted for a period of ninety (90) days.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of ninety (90) days.

12. INVOICES AND PAYMENTS

a. Maintenance Service

Not Applicable

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 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.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 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. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. During the first sixty (60) days following installation of Software (the “ Warranty Period ”), IDA warrants that the Software will operate in material conformance to published specifications. IDA does not, however, warrant that the Software or any portion thereof is error - free. During the Warranty Period, if you discover an error in the Software that causes it not to operate in material conformance to published specification, you shall submit to IDA a written report describing such error in sufficient detail. IDA will then use its reasonable efforts to correct such error or to provide a software patch or bypass around such error (collectively, “ Fixes ”). All Fixes provided shall constitute Software hereunder and shall be governed by the terms hereof. This limited warranty shall not apply to any error caused by any unauthorized modification to the Software or by your failure to incorporate in the Licensed Product(s) any Fixes or Updates that IDA has provided.

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (800) 832-4650 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am to 5pm (CST), Monday through Friday. Email is also available at ts2004@idaco.com.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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 are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's 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 as a service.

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

b. 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.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. This contract is only for SIN 132-33.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. Not offered.

8. TERM LICENSE CESSATION

a. Not offered.

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

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

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of

the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

a. Not offered.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

a. Not offered.

GSA FEDERAL SUPPLY SCHEDULE PRICE LIST

COUNTRY OF ORIGIN (COO) – All products below, the COO is the United States of America.

WARRANTY – see section 15a-d.

SIN	MODEL	Unit of Issue	GSA PRICE
	MICROPROCESSOR-BASED DC REMOTES		
132-8	24-46M Field Programmable DC Remote w/DeskMic.	1 Unit	\$ 473.80
132-8	24-46H Field Programmable DC Remote w/Handset	1 Unit	\$ 437.75
	MICROPROCESSOR-BASED TONE REMOTES		
132-8	24-66M Field Programmable Tone Remote w/Desk Mic.	1 Unit	\$ 473.80
132-8	24-66H Field Programmable Tone Remote w/Handset	1 Unit	\$ 437.75
	MICROPROCESSOR-BASED VOICE over IP REMOTES		
132-8	24-66M VoIP Field Programmable VoIP Remote w/Desk Mic.	1 Unit	\$ 540.75
132-8	24-66H VoIP Field Programmable VoIP Remote w/Handset	1 Unit	\$ 513.97
132-33	RRA-000 VoIP Field Programmable VoIP Remote PC Software	1 Unit	\$ 462.47
132-33	RRA-001 VoIP Field Programmable VoIP Remote PC Software w/recording capabilities	1 Unit	\$ 565.47
	VOICE over IP Mini-Console		
132-8	24-66MVOIP-MC VoIP Field Prog. VoIP Mini Console w/Desk Mic.	1 Unit	\$ 746.75
132-8	24-66HVOIP-MC VoIP Field Prog. VoIP Mini Console w/Handset.	1 Unit	\$ 715.85

[Remainder of this page is intentionally left blank]

SIN	Model	DC 24-46		Tone 24-66		VoIP		Unit of Issue	GSA Price
		M	H	M	H	M	H		
	MICROPROCESSOR-BASED REMOTES OPTIONS								
132-8	RBC-001 Wall Mount	x	x	x	x	x	x	1 Unit	\$ 30.90
132-8	RBC-002 Ext. Encode/Decode Cable	x	x	x	x			1 Unit	\$ 30.90
132-8	RBC-003 Program Cable & Software	x	x	x	X			1 Unit	\$ 74.16
132-12	RBC-004 Users Manual	x	x	x	x	x	X	1 Unit	\$ 10.30
132-12	RBC-005 Installation Manual	x	x	x	x	x	X	1 Unit	\$ 20.60
132-12	RBC-006 Maintenance Manual	X	x	x	x	x	x	1 Unit	\$ 30.90
132-8	RBC-007 Headset and Footswitch	x		x		X		1 Unit	\$ 206.00
132-8	RBC-410 Clock/Vu	x	X					1 Unit	\$ 118.45
132-8	RBC-411 Four Wire	x	X					1 Unit	\$ 29.87
132-8	RBC-412 Supervisory/Alt. Line	x	X					1 Unit	\$ 36.05
132-8	RBC-413 Parallel TX Indicator	x	X					1 Unit	\$ 41.20
132-8	RBC-414 Additional Currents	x	x					1 Unit	\$ 17.51
132-8	RBC-610 Clock/VU			x	x	Standard		1 Unit	\$ 66.95
132-8	RBC-611 Four Wire			x	X			1 Unit	\$ 29.87
132-8	RBC-612 Supervisory/Alt. Line			x	X			1 Unit	\$ 30.90
132-8	RBC-613 Par. TX Ind./Notch/Mute			x	X			1 Unit	\$ 56.65
132-8	RBC-614 12 VDC Power Cable			x	X			1 Unit	\$ 10.30
132-8	RBC-615 2 nd Line w/Summed Audio (not avl w/611 four wire)			x	x			1 Unit	\$ 101.97
132-8	RBC-616 One Touch Transmit				X		X	1 Unit	\$ 15.45
132-8	RBC-617 99 Channel Capability (includes 610 & 613)			X	X			1 Unit	\$ 309.00
132-8	RBC-618 99 Channel Capability with direct channel access & DTMF encoder (includes 610 & 613)			x	X			1 Unit	\$ 515.00
132-8	RBC-620 Alpha Numeric Display (32 character LCD, includes option 610)			x	x	Standard		1 Unit	\$ 77.25
132-8	RBC- 621 Digital Signaling (includes options 610, 613, and 99 channel capability)			x	X			1 Unit	\$ 309.00
132-8	RBC-622 DTMF Encoder			x	x			1 Unit	\$ 101.97

[Remainder of this page is intentionally left blank]

SIN	Model	Unit of Issue	GSA Price
	TONE REMOTE ADAPTERS		
132-8	20-27B Programmable Tone Termination Panel (board only)	1 Unit	\$ 283.25
132-8	20-27 Programmable Tone Termination Panel with cabinet	1 Unit	\$ 307.97
132-8	20-28 Programmable Remote Termination Panel Platform	1 Unit	\$ 257.50
	Option RTM-601 Cabinet	1 Unit	\$ 51.50
	Option RTM-602 Digital Signaling	1 Unit	\$ 154.50
	Option RTM-603 Tone Signaling	1 Unit	\$ 103.00
	Option RTM-604 Local Control (includes cabinet and desk mic)	1 Unit	\$ 154.50
These units are PC Programmable with the same programming cable and software as the programmable remotes. See option RBC-003.			
	VOICE OVER IP REMOTE ADAPTERS		
132-8	20-28-VOIP Programmable VoIP Termination Panel including cabinet	1 Unit	\$ 513.97
	Option RTM-604 Local Control	1 Unit	\$ 154.50
	Option 12 VDC Wall Transformer	1 Unit	\$ 25.75
Please call for Price and Order of various radio specific interface cables			
	MULTI-LINE REMOTE INTERFACE		
132-8	20-88-m02 - 8 Line Remote Interface 2 or 4 Wire	1 Unit	\$ 746.75
132-8	20-88-m03 - 8 Line Remote Interface 2 or 4 Wire with Lightning Protection	1 Unit	\$ 818.85
	MISCELLANEOUS		
132-8	Easy-Link Plus Single customer dispatch linking between two sites. LTR, conventional or both. (Radio cables extra)	1 Unit	\$ 324.45
132-8	Easy-Link RF/IP Single Customer linking between two sites using VOICE over INTERNET technology. Requires Two (2). (Radio cables extra)	1 Unit	\$618.00
	FLEET MANAGEMENT		
	FleetSync KenCall - Computer Aided Dispatch and Text Messaging software package for Kenwood FleetSync™ Radio Systems.		
132-33	KenCall-Demo	1 Unit	\$ 10.30
132-33	KenCall-LITE Supports base and up to 10 mobiles	1 Unit	\$ 307.97
132-33	KenCall-PRO Supports base and unlimited mobiles, network compatible	1 Unit	\$ 616.97
132-33	KenCall-NET Additional workstation licenses	1 Unit	\$ 194.67
FleetSync™ is a registered trademark of Kenwood Communications Corporation. LTR and LRT-Net are registered trademarks of EF Johnson Co. PASSPORT is a registered trademark of Trident Micro Systems.			