



Advanced Programs, Inc.  
7125 Riverwood Drive  
Columbia, MD 21046  
Tel 410-312-5800  
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<http://www.advprograms.com>

## **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 are available through GSA *Advantage!*<sup>®</sup>, a menu-driven database system. The INTERNET address GSA *Advantage!*<sup>®</sup> is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

### **Information Technology Schedule Pricelist**

#### **GS-35F-0109P**

**Advanced Programs, Inc.**

**7125 Riverwood Drive**

**Columbia, MD 21046**

**[www.advprograms.com](http://www.advprograms.com)**

**Period Covered by Contract: May 22, 2013 through November 22, 2018**

**Current through Modification number 0128 dated 4/19/16**

(ii) CUSTOMER INFORMATION:

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs 132-8, 132-12 and 132-51. See products and pricing section.

- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

SIN 132-8: 125-157620-001 DWT109-17 MOUNTING BRACKETS	\$35.26
SIN 132-12: REPAIR SERVICE RATE AT CONTRACTOR SHOP	\$123
SIN 132-51: SENIOR CUSTOMER SERVICE TECHNICIAN	\$171.28

- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.

2. Maximum order: \$500,000 for all SINs

3. Minimum order. \$100

4. Geographic coverage. The 48 contiguous states, the District of Columbia, Alaska, Hawaii and Puerto Rico.

5. Point of production: Columbia, Maryland. Howard County

6. Discount from list prices or statement of net price. Prices included herein are net.

7. Quantity discounts. None

8. Prompt payment terms. Net 30 Days

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.

SINs 132-8 & 132-12: 45-90 Days

SIN 132-51: As Negotiated between API and the Ordering Agency.

- 11b. Expedited Delivery. Contact API for availability
- 11c. Overnight and 2-day delivery. Contact API for availability.
- 11d. Urgent Requirements. The Ordering Agency may contact API to effect a faster delivery.
- 12. F.O.B. point(s). Destination
- 13a. Ordering address.

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- 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.
- Advanced Programs Inc.  
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Columbia, MD 21046**
- 15. Warranty provision. 1-3 Year Limited Warranty based on Product
  - 16. Export packing charges. All items offered are available packed to Commercial Level C Export packing. Export packing to any other level is outside the scope of this contract.
  - 17. Terms and conditions of Government purchase card acceptance. None
  - 18. Terms and conditions of rental, maintenance, and repair. None
  - 19. Terms and conditions of installation. None
  - 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices. None
  - 20a. Terms and conditions for any other services. None
  - 21. List of service and distribution points.

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- 22. List of participating dealers. Not applicable
- 23. Preventive maintenance. Not applicable
- 24a. Special attributes such as environmental attributes. Not applicable
- 24b. Section 508 is not applicable.
- 25. Data Universal Number System (DUNS) number. 79-014-4414
- 26. API is registered in SAM.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
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**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

a. INSTALLATION. The equipment provided under this contract is considered self installable.

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

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**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty Disclaimer EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, API MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. API EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY. This limited warranty applies to the API branded hardware products sold by Advanced Programs Inc. (API) worldwide and its authorized resellers. This limited warranty is applicable in all countries and may be enforced in any country where API or its authorized service providers offer warranty service subject to the terms and conditions set forth in this limited warranty. Warranty service availability and response times may vary from country to country and may also be subject to the International Traffic in Arms Regulations (ITAR) and the Technical Security Requirements Document (TSRD), latest editions. Warranty Period API warrants that the API hardware purchased from API are free from defects in materials or workmanship under normal use for three (3) years. The limited warranty period starts on the date of shipment from API. You are entitled to warranty service according to the terms and conditions of this document if a repair to your API hardware is required within the limited warranty period. This limited warranty extends only to the original purchaser of this API branded product and is not transferable to anyone who obtains ownership of the API branded product from the original purchaser or lessee. International warranty (outside CONUS) applies to the end-user as identified on the

original export license. Warranty API products are manufactured using new materials or new and used materials equivalent to new in performance and reliability. Spare parts may be new or equivalent to new. Spare parts are warranted to be free from defects in material or workmanship for thirty (30) days or for the remainder of the limited warranty period of the API hardware product in which they are installed, whichever is longer. During the limited warranty period, API, at its expense, will repair or replace the defective component or replace the original purchased product. All component parts or hardware products removed under this limited warranty become the property of API. The replacement part or product takes on either the limited warranty status of the removed part or product or the thirty (30) day limited warranty of the spare part.

Extended warranty API offers extensions to its standard three (3) year warranty period. The Standard Warranty as stated above, is in effect for the Extended Warranty period. Extended warranty options may be ordered along with the requirement for API product or purchased separately provided it has been ordered within one year of the original order date. Warranty disclaimer by the United States API does not warrant the purchased product(s) for damage that occurs as a result of abuse or failure in the use of the product as originally intended and by not following the instructions that came with the API branded product. Proper use, management, and supervision shall mean use in the application for which the product was intended with the utilization of proper controls, procedures, and checkpoints by the purchaser's staff. This warranty shall not apply if the hardware is modified, adjusted, or repaired by the purchaser without the prior written approval of API, or if correction is required through no fault of the equipment, or because of accident, neglect, misuse, or electrical or other operating environment failure. The API warranty and TEMPEST Certification will be void if any repairs to API equipment has been attempted by anyone other than authorized personnel. Authorized persons are those individuals with a valid Training Certificate or special written permission by API and when applicable upon approval of a Technical Assistance Agreement Department of State. API is not liable for consequential damages or for any injury or damage to persons or property resulting from negligence, improper use, handling or application of its products. If any of the circumstances specified in this paragraph exist, API will submit an estimate to the purchaser before initiation of repairs. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, API DISCLAIMS ALL WARRANTIES ON THE PRODUCT FURNISHED HERE UNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT, ITS DELIVERY, USE, OR PERFORMANCE. Exercise of warranty Exercise of this warranty requires the purchaser to notify API of any defect as soon as possible, obtain return authorization for warranty service prior to return, and return the equipment to the factory or authorized repair center in a proper shipping container with all freight charges prepaid. API will be responsible to return (shipped from the factory) the repaired equipment to the purchaser, prepaid, within thirty (30) days of receipt of equipment in a suitable shipping container that is reusable for return shipment. If the supplied packaging is insufficient, API will re-package and inform the customer of the additional costs, if any. API reserves the right to make changes to its designs without incurring the obligation to make similar changes to equipment previously delivered. Limitation of liability IF YOUR API HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. API'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF

ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE. API IS NOT LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. API IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED API OR AN AUTHORIZED REPRESENTATIVE OF API OF THE POSSIBILITY OF ANY SUCH DAMAGES.

HIS LIMITED WARRANTY is governed by United States law, specifically the State of Maryland. Claims for Damage in Shipment The purchaser is responsible for the inspection and functional testing of the product(s) in accordance with the supplied documentation, upon receipt of the supplied product(s). If the product is damaged in any way including concealed damage, a claim must be made with the carrier, or if insured separately, with the purchaser's insurance company.

Precautions YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. API IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA. API IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY API WHEN THE PRODUCT IS MANUFACTURED

- 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:

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## **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.

## **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)  
(SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within any 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.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

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**2. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

**3. 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.

#### **4. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

- a. Ordering activity personnel shall not 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.

#### **5. RESPONSIBILITIES OF THE CONTRACTOR**

- a. 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.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

#### **6. 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.
- 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.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

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

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

d. LABOR RATES

(1) REGULAR HOURS

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

## REPAIR SERVICE RATES

CONTRACTOR'S SHOP Minimum Charge: \$123

Regular Hours per Hour: \$64

\*MINIMUM CHARGES INCLUDE 2 FULL HOURS ON THE JOB.

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

### 7. 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 pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated January 2010 at a discount of 5% from such listed prices.

### 8. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

#### a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 30 Days.

#### b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 30 Days.

### 9. INVOICES AND PAYMENTS

#### a. 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 INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**\*\*\*\*NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

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

#### **4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS □COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I □□OCT 2008)(DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

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

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## **9. INDEPENDENT CONTRACTOR**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

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

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

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

contract work.

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

## **11. INVOICES**

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

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

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

#### 14. INCIDENTAL SUPPORT COSTS

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

#### 15. APPROVAL OF SUBCONTRACTS

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

#### 16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

#### **Sr. Customer Service Technician (Service Dept.) Hourly Rate: \$171.28**

Minimum Education/Experience: Requires at least 5 years' experience and a minimum SECRET clearance with COMSEC briefing.

Functional Responsibility: Responds to external service and support request in person and via electronic communications. Prepares and implements service orders and installation orders. Investigates complaints. Installs and services new or modified equipment at customer facilities and factory repair centers. Coordinates travel schedules. Documents details of service orders. Conducts first-level training in proper use and maintenance.

GSA ADVANTAGE CATALOG AS OF 4/5/16 – GS-35F-0109P

SIN#	PRODUCT	DESCRIPTION	GSA
132-8	<b><u>WORKSTATIONS</u></b>		
	DWT-109-27L1	TEMPEST ULTRA SMALL FORM FACTOR (USFF)	\$ 6,543.07
	DWT-109-29L1	TEMPEST ULTRA SMALL FORM FACTOR (USFF)	\$ 8,301.26
	DWT-109-36L1	TEMPEST LEVEL I USFF WORKSTATION	\$ 5,370.08
	DWC-113-03	HP8300 WORKSTATION MOD <b>COTS</b>	\$ 1,919.40
	DWC-113-04	HP8300 WORKSTATION MOD <b>COTS</b>	\$ 2,188.41
	DWT-113-01L1	TEMPEST HP8300 WORKSTATION	\$ 5,687.66
	DWT-113-08L1	TEMPEST HP8300 WORKSTATION	\$ 5,956.68
	DWT-114-01L1	TEMPEST ULTRA SMALL FORM FACTOR (DUAL-VIDEO)	\$ 6,780.86
	DWT-114-03L1	TEMPEST ULTRA SMALL FORM FACTOR (DUAL-VIDEO)	\$ 5,171.79
	DWT-114-04L1	TEMPEST ULTRA SMALL FORM FACTOR (DUAL-VIDEO)	\$ 6,831.23
	DWC-114-04	MODIFIED ULTRA SMALL FORM FACTOR (DUAL-VIDEO)	\$ 3,809.57
	WL1-800G1-01L1	TEMPEST WORKSTATION	\$ 5,664.48
	HL1-TSTPC100-01L1	TEMPEST ALL-IN-ONE PC W/SECURE KVM	\$ 7,306.80
132-8	<b><u>LAPTOPS</u></b>		
	DWT-307-08L1	TEMPEST MOBILE WORKSTATION	\$ 8,563.22
132-8	<b><u>THIN CLIENTS</u></b>		
	DHT-111-03L1	TEMPEST THIN CLIENT <b>ALL-IN-ONE</b>	\$ 4,999.00
	HL1-T610-01L1	TEMPEST ALL-IN-ONE THIN CLIENT W/ SECURE KVM & FLASH	\$ 4,890.68
	HL1-T610-03L1	TEMPEST ALL-IN-ONE THIN CLIENT W/ SECURE KVM & NO FLASH	\$ 4,840.30
	HL1-T610-05L1	TEMPEST ALL-IN-ONE THIN CLIENT W/ FLASH, NO KVM	\$ 4,513.85
	HL1-T610-07L1	TEMPEST ALL-IN-ONE THIN CLIENT W/ NO FLASH, NO KVM	\$ 4,463.48
132-8	<b><u>THIN CLIENTS</u></b>		
	HL1-T620-01L1	TEMPEST THIN CLIENT ALL-IN-ONE W/FLASH & HISOLATOR	\$ 5,032.95
	HL1-T620-03L1	TEMPEST THIN CLIENT ALL-IN-ONE W/HISOLATOR & NO FLASH	\$ 5,032.95
	HL1-T620-05L1	TEMPEST THIN CLIENT ALL-IN-ONE W/FLASH	\$ 4,362.92
	HL1-T620-07L1	TEMPEST THIN CLIENT ALL-IN-ONE/NO FLASH	\$ 4,362.92
132-8	<b><u>SERVERS</u></b>		
	DST-207-01L1	TEMPEST HP DL380G8 SERVER G12 NO HDD	\$18,367.76
	DST-207-02L1	TEMPEST G8 SERVER	\$25,135.52
132-8	<b><u>DISPLAYS</u></b>		
	DMT-115-20L1	TEMPEST 23" LCD DISPLAY	\$ 1,711.84
	DMT-115-21L1	TEMPEST 23" LCD DISPLAY	\$ 1,711.84
	115-156579-019	TEMPEST 23" LCD DISPLAY W/36" CABLE	\$ 1,536.52
	115-156579-021	TEMPEST 23" LCD DISPLAY W/6' CABLE	\$ 1,711.84

SIN#	PRODUCT	DESCRIPTION	GSA
132-8	<b><u>DISPLAYS</u></b>		
	ML1-PS4650-01L1	TEMPEST 46" LCD DISPLAY	\$ 8,353.65
	ML1-E231-01L1	TEMPEST 23" LCD DISPLAY	\$ 1,596.78
132-8	<b><u>PRINTERS/COPIERS</u></b>		
	DPT-113-01L1	TEMPEST LEVEL I LASERJET PRINTER	\$ 2,141.06
	DPT-113-02L1	TEMPEST LEVEL I LASERJET PRINTER	\$ 2,141.06
	DPT-115-07L1	TEMPEST HP M451 COLOR LJ PRINTER, 110V	\$ 2,406.05
	DPT-115-08L1	TEMPEST HP M451 COLOR LJ PRINTER, 220V	\$ 2,406.05
	DPT-115-13L1	TEMPEST HP M451 COLOR LJ PRINTER, 110V	\$ 2,417.13
	DPT-115-14L1	TEMPEST HP M451 COLOR LJ PRINTER, 220V	\$ 2,417.13
	DPC-115-01	MODIFIED COTS HP M451 PRINTER,110	\$ 1,138.54
	DPC-115-02	MODIFIED COTS HP M451 PRINTER, 220	\$ 1,138.54
	PL1-M575C-01L1	TEMPEST M575C PRINTER, 110V	\$11,373.30
	PL1-M575C-02L1	TEMPEST M575C PRINTER, 220V	\$11,373.30
	PL1-M575C-03L1	TEMPEST M575C PRINTER, 110V	\$11,831.74
	PL1-M575C-04L1	TEMPEST M575C PRINTER, 220V	\$11,831.74
	PM-M575C-01	MODIFIED COTS M575C PRINTER, 110V	\$ 9,062.97
	PM-M575C-02	MODIFIED COTS M575C PRINTER, 220V	\$ 9,062.97
132-8	<b><u>ROUTER</u></b>		
	DNT-204-03L1	TEMPEST ROUTER, CISCO 2921 W/3 FOSC	\$ 6,774.81
	DNC-204-01	MODIFIED COTS ROUTER, CISCO 2921	\$ 6,516.88
132-8	<b><u>CONSOLES</u></b>		
	DAT-401	TEMPEST DUAL LTO-TAPE RACKMOUNT	\$ 9,340.05
	DAC-401-01	MODIFIED COTS DUAL LTO-TAPE RACKMOUNT	\$ 6,485.64
	DHC-108-02	KVM 2U RACK MOUNT CONSOLE MOD COTS	\$ 1,526.45
132-8	<b><u>KVM SWITCHES</u></b>		
	DHT-107-02L1	TEMPEST KVM, 8-PORT SWITCH	\$ 5,717.88
	DHT-107-05	TEMPEST KVM, 8-PORT	\$ 5,828.72
	KL1-TST4-01L1	TEMPEST RED/BLACK DESKTOP KVM SWITCH	\$ 1,110.33
132-8	<b><u>KVM SWITCHES</u></b>		
	DHT-108-05L1	TEMPEST KVM, 2U RACK MOUNT CONSOLE	\$ 2,931.99
	DHT-108-06	TEMPEST KVM, 2U RACK MOUNT CONSOLE	\$ 3,083.12
132-8	<b><u>FIBER SWITCHES</u></b>		
	DHL-105	TEMPEST LEVEL II ROSE FIBER KVM EXTENDER SYSTEM KVM CABLE SETS	\$ 8,434.25
132-8	<b><u>SCANNER</u></b>		
	DAC-302-02	SCANNER COTS	\$ 1,093.20
	DAT-302-02	TEMPEST SCANNER	\$ 3,017.63
132-8	<b><u>SWITCHES</u></b>		
	DNT-104-01L1	TEMPEST 3750V2-24 FS SWITCH	\$ 9,619.03
	DNT-104-07L1	TEMPEST 24-PORT CISCO SWITCH	\$ 12,116.88
	DNC-104-01	MODIFIED COTS CISCO 3750V2 SWITCH	\$12,714.36
	DNT-105-01L1	TEMPEST LEVEL I 12-PORT SWITCH	\$13,601.00

SIN#	PRODUCT	DESCRIPTION	GSA
132-8	<b><u>SWITCHES MODULES</u></b>		
	GLC-SX-MM	1000 BASE SFP MODULE FOR USE W/ DNT-103-01L1	\$ 391.94
	GLC-GE-100FX	100 BASE SFP MODULE FOR USE W/ DNT-103-01L1	\$ 196.47
132-8	<b><u>SWITCHES MODULES</u></b>		
	GLC-3750V2-FX24	GLC-GE-100FX 100 BASE FOR USE W/ DNT-104-01L1	\$ 2,517.88
	C3KX-NM-1G	4 GBE PORT NETWORK MODULE	\$ 499.00
132-8	<b><u>VTC</u></b>		
	VL1-SX20-01L1	TEMPEST CISCO SX20 W/ 23" MONITOR	\$21,437.98
	VL1-SX20-04L1	TEMPEST CISCO SX20 W/ 46" MONITOR	\$30,221.66
	VL1-SX20-02L1	TEMPEST CISCO SX20 W/ 23" MONITOR 220V EU	\$21,437.98
	VL1-SX20-05L1	TEMPEST CISCO SX20 W/ 46" MONITOR 220V EU	\$30,221.66
132-8	<b><u>PROJECTOR</u></b>		
	BL1-PRO9000-01L1	TEMPEST PROJECTOR FIBER & VGA -110V	\$ 4,783.27
	BL1-PRO9000-04L1	TEMPEST PROJECTOR FIBER & VGA -220V	\$ 4,854.51
132-8	<b><u>IP PHONES</u></b>		
	DNT-502	TEMPEST LEVEL I 7962 I PHONE	\$ 2,740.55
	DNC-502	MODIFIED CISCO IP PHONE 7962 COTS	\$ 1,470.03
	DNT-502-01	TEMPEST 7962 (2-PORT FIBER)	\$ 2,438.29
132-8	<b><u>IP PHONES</u></b>		
	DNT-502-02	TEMPEST 7962 (2-PORT NTSWG)	\$ 2,695.21
	DNC-502-02	7962 IP PHONE W/ FIBER INTERFACE COTS	\$ 1,093.20
	DNC-502-10	7962 IP PHONE W/ NTSWG COTS	\$ 1,204.03
	DNC-502-03	MODIFIED CISCO IP PHONE 7962G	\$ 1,805.54
132-8	<b><u>KEYBOARDS</u></b>		
	124-154977-001	TEMPEST ERGO KEYBOARD DB15	\$ 224.74
	124-154977-002	TEMPEST ERGO KEYBOARD DB9	\$ 233.68
	124-154977-003	TEMPEST ERGO KEYBOARD LEMO	\$ 319.26
	124-152621-101	TEMPEST KEYBOARD (DB9) DAX-103 KBD, FOR DWT-109	\$ 267.00
	124-152630-101	TEMPEST KEYBOARD	\$ 286.15
	124-152621-001	TEMPEST KEYBOARD, BLACK	\$ 267.00
132-8	<b><u>TABLETS</u></b>		
	MT-E1000-SECPAD	SECURE HP ELITEPAD	\$ 1,380.35
132-8	<b><u>TABLETS</u></b>		
	MT-E1000-SECCAM	SECURE HP ELITE PAD 1000 W/CAMERAS	\$ 1,380.35
	MT-E1000-JWIFI	HP ELITEPAD EXPANSION JACKET	\$ 402.02
132-8	<b><u>MICE</u></b>		
	124-157012-101	TEMPEST MOUSE (WHITE) (FOR USE WITH DCT-104-01L1 & DWT-112)	\$ 64.48
	124-157012-102	TEMPEST MOUSE (BLACK) (FOR USE WITH DCT-104-01L1 & DWT-112)	\$ 64.48

SIN#	PRODUCT	DESCRIPTION	GSA
	124-157012-103	TEMPEST MOUSE (FOR USE WITH DHT-111)	\$ 80.60
	124-157012-001	TEMPEST MOUSE, USFF DB9 FOR DWT-109	\$ 65.49
<b>132-8</b>	<b><u>PERIPHERALS</u></b>		
	421-154587-002	160GB SATA DOCKING DRIVE	\$ 149.12
	DAT-107-04	TEMPEST HEADSET	\$ 762.72
	DAT-604-02	TEMPEST WEBCAM	\$ 626.70
	DAT-700-03L1	TEMPEST CARD READER	\$ 169.27
	DAT-602-02L1	TEMPEST POSITIVE DISCONNECT SWITCH	\$ 2,586.40
<b>132-8</b>	<b><u>REPLACEMENTS</u></b>		
	125-157620-001	DWT109-17 MOUNTING BRACKETS	\$ 35.26
<b>132-8</b>	<b><u>REPLACEMENTS</u></b>		
	142-155143-001	TEMPEST DB9 TO DB9 EXTERNAL USB 2.0 CABLE FOR DAT302 SCANNER	\$ 76.41
	421-154587-S02	SPARE 160GB HD W/CARRIER	\$ 213.60
	421-157584-009	SPARE 500GB HD W/CARRIER	\$ 428.21
	142-157590-001	TEMPEST POWER BRICK, 80 WATTS W/AC POWER FOR DWT-109-17	\$ 246.85
	142-154766-001	TEMPEST POWER BRICK, 80 WATTS W/AC POWER FOR DWT-109-02	\$ 223.68
	142-159676-002	TEMPEST KVM SPIDER CABLE DWT-109, 6' W/ METAL BACKSHELLS	\$ 228.72
	142-153862-001	USB TO DB9 CABLE FOR DWT-109	\$ 40.20
	082-161155-001	DISK DRIVE, 256GB REMOVABLE FOR DWT-109	\$ 347.71
	082-158914-004	DISK DRIVE, 256GB REMOVABLE FOR DWT-109-29L1	\$ 347.71
<b>SIN#</b>		<b>DESCRIPTION</b>	<b>GSA</b>
132-12		REPAIR SERVICES-2 HOUR MINIMUM	\$ 117.73
<b>SIN#</b>		<b>DESCRIPTION</b>	<b>GSA</b>
132-51		SENIOR CUSTOMER SERVICE TECHNICIAN	\$ 171.28