

**GENERAL SERVICES ADMINISTRATION**  
**Federal Supply Service**  
**AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**  
**GSA Schedule 70**

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 GSAAAdvantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAAdvantage.gov

**Contract Services Offered:** Secure Computer Data Recovery services for all operating systems and media including hard drives, Servers, NAS and SAN Devices, and select removable media.



**SIN 132-12 – Maintenance of Equipment,  
Repair Services and/or Repair/Spare Parts**  
FPDS Code J070 – Repair Service

**SIN 132-51 – Information Technology (IT)  
Professional Services**  
FPDS Code D399 – Other Information Technology  
Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

24 Hour Data, LLC  
811 E. Plano Pkwy, Ste 124 Plano, TX 75074  
Toll Free 866.598.3282  
Local 972.633.0700  
[www.24hourdata.com](http://www.24hourdata.com)

**Contract Number: GS-35F-020DA**  
**Contract Period: 10/16/2015 – 10/15/2020**

Pricelist current through Refresh #35, Modification # \_\_\_\_\_, dated \_\_\_\_\_.  
For more information on ordering from Federal Supply Schedule click the FSS Schedules button at fss.gsa.gov.

Prices Shown Herein are Net (discount deducted).

## TABLE OF CONTENTS

<b>Information for Ordering Offices.....</b>	<b>5</b>
<b>Special Notices to Agencies .....</b>	
<b>Small Business Participation .....</b>	
1. Geographic Scope of Contract .....	5
2. Contractor’s Ordering Address and Payment Information .....	5
3. Liability for Injury or Damage .....	6
4. Statistical Data for Government Ordering Office Completion of Standard Form 279 .....	6
5. FOB Destination .....	6
6. Delivery Schedule .....	6
7. Discounts .....	6
8. Trade Agreements Act of 1979, as amended .....	7
9. Statement Concerning Availability of Export Packing .....	7
10. Small Requirements .....	7
11. Maximum Order .....	7
12. Use of Federal Supply Service Information Technology Schedule Contracts. In Accordance With FAR 8.404 .....	7
13. Federal Information Technology/Telecommunication Standards Requirements .....	7
13.1 Federal Information Processing Standards Publications (FIPS Pubs) .....	7
13.2 Federal Telecommunication Standards (Fed-Stds) .....	8
14. Security Requirements .....	8
15. Contract Administration for Ordering Offices .....	9
16. GSA Advantage .....	9
17. Purchase of Incidental, Non-Schedule Items .....	9
18. Contractor Commitments, Warranties and Representations .....	9
19. Overseas Activities .....	10
20. Blanket Purchase Agreements (BPA) .....	10
21. Contractor Team Arrangements.....	10
22. Installation, De-installation, Reinstallation .....	10
23. Section 508 Compliance .....	10
24. Orders by Federal Government Contractors .....	11
25. Insurance .....	11
26. Software Interoperability .....	11
27. Advance payments .....	11

**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 .....	12
2. Maintenance Order .....	12
3. Repair Service & Repair Parts / Spare Parts Orders.....	13
4. Loss or Damage .....	13
5. Scope .....	13
6. Responsibility of Ordering Activity.....	13
7. Responsibility of the Contractor.....	13
8. Maintenance Rate Provisions .....	14
9. Repair Service Rate Provisions .....	14
10. Repair Parts/Spare Parts Rate Provisions.....	16
11. Guarantee / Warranty .....	16
12. Invoice & Payments .....	17
<b>Data Recovery Pricing .....</b>	<b>18</b>
<b>Pricing Determination .....</b>	<b>21</b>
<b>Ordering Considerations .....</b>	<b>23</b>

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. Scope .....	24
2. Performance Incentives .....	24
3. Order .....	24
4. Performance of Service .....	24
5. Stop Work Order (FAR 52.242-15) (AUG 1989) .....	25
6. Inspection of Services .....	25
7. Responsibilities of the Contractor .....	25
8. Responsibilities of the Ordering Activity .....	26
9. Independent Contractor .....	26
10. Organizational Conflicts of Interest .....	26
11. Invoices .....	26
12. Payments .....	26
13. Resumes .....	27
14. Incidental Support Costs .....	27
15. Approval of Subcontracts .....	27
16. Description of IT Services and Pricing .....	27
<b>Data Recovery Services Labor Pricing</b> .....	28
<b>Data Recovery Engineer Requirements</b> .....	28
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS .....	29
BEST VALUE BLANKET PURCHASE AGREEMENT .....	30
BLANKET PURCHASE AGREEMENT .....	31
BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS .....	32

## INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. 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.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!® and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) 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:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, and Washington, DC. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska and Hawaii.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**24 Hour Data, LLC**  
**811 E. Plano Pkwy., Ste 124**  
**Plano, TX 75074**  
**Toll Free 866.598.3282**  
**Fax 866.559.9577**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

### 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. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule  
 Block 16: Data Universal Numbering System (DUNS) Number: **021895819**  
 Block 30: Type of Contractor - **B. Other Small Business**  
 Block 31: Woman-Owned Small Business - **No**  
 Block 36: Contractor's Taxpayer Identification Number (TIN): **27-0731826**

4a. CAGE Code: **771Y8**

4b. Contractor has registered with the Central Contractor Registration Database.

### 5. FOB DESTINATION

### 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:

<b>SPECIAL ITEM NUMBER</b>	<b>DELIVERY TIME (Days ARO)</b>
<b>132-12</b>	<b>3-5 business days is typical for "Standard Service" single media projects. Please see pricing list for other configurations/service levels.</b>
<b>132-51</b>	<b>As agreed upon between the contractor and ordering activity.</b>

**FedEx shipping to and from 24 Hour Data, LLC is included at no charge under this contract. Overnight service is included for "Expedited Service," Two-day delivery is included for "Standard Service"**

b. 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 1 workday 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: Prices shown are NET Prices; Basic Discounts have been deducted.

- Prompt Payment: \_\_\_% - \_\_\_ days from receipt of invoice or date of acceptance, whichever is later.  
[NONE]
- Quantity [NONE]
- Dollar Volume [2% on \$1-\$5,999,999, 3% on over \$6,000,000]
- Government Educational Institutions [NONE]

e. Other [NONE]

**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 Applicable.

**10. SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is **\$1.00**.

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

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

**SIN 132-12** – Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

**SIN 132-51** – Information Technology (IT) Professional Services

**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:**

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 Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).



**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 52.212-4)

**16. GSA ADVANTAGE!®**

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

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage!® by accessing the Internet World Wide Web utilizing a browser (ex.: Internet Explorer, Firefox, Chrome). The Internet address is <http://www.fss.gsa.gov/>.

**17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

- (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 installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

**N/A. All services provided via GSA schedule are performed in-house at our facilities.**

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.

**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 Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**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, de-installation, 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:

**N/A. Data Recovery Services do not include products subject to Section 508 standards.**

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**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 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 maintenance and repair service rates listed herein are applicable to any ordering activity location within a N/A 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.
- 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:

**24 Hour Data, LLC**

**811 E. Plano Pkwy, Ste 124**

**Plano, TX 75074**

**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 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/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.

### **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).

### **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**

- 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.

**8. MAINTENANCE RATE PROVISIONS**

a. 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.

**b. REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

**c. AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

**d. TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor’s service area, the charge will be negotiated at the Task Order level.

**N/A**

**e. QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range Discounts

- \_\_\_N/A\_\_\_ Units \_\_\_\_\_ %
- \_\_\_N/A\_\_\_ Units \_\_\_\_\_ %
- \_\_\_N/A\_\_\_ Units \_\_\_\_\_ %

**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.

**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 6:00 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.

(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

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.

**REPAIR SERVICE RATES**

Location	Minimum Charge	Regular Hours, Per Hour	After Hours, Per Hour	Sundays & Holidays, Per Hour
CONTRACTOR'S SHOP	N/A	See Std Service rates	See Exp Service Rates	See Exp Service Rates
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	N/A	N/A	N/A	N/A
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	N/A	N/A	N/A	N/A

All services procured via GSA Schedule are performed in-house at our facilities (contractors’s shop).

**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 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 \_\_\_N/A\_\_\_, at a discount of \_\_\_N/A\_\_\_% from such listed prices.

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

- a. REPAIR SERVICE  
All repair work will be guaranteed/warranted for a period of 7 days
- b. REPAIR PARTS/SPARE PARTS  
All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period N/A

**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 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.

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## Data Recovery Services GSA Schedule 70 Pricing SIN 132-12

Description	24 Hour Data Part Number	GSA Price including IFF
<b>HARD DRIVE RECOVERY STANDARD 3-5 DAY SERVICE</b>	<b>DRxHDD / DRxHDD-LC</b>	
Data Recovery, Hard Drive, Level 1, Capacity under 2TB, STANDARD SERVICE	DR1HDD	\$604.50
Data Recovery, Hard Drive, Level 2, Capacity under 2TB, STANDARD SERVICE	DR2HDD	\$846.30
Data Recovery, Hard Drive, Level 3, Capacity under 2TB, STANDARD SERVICE	DR3HDD	\$1,178.78
Data Recovery, Hard Drive, Level 1, Capacity 2TB and over, STANDARD SERVICE	DR1HDD-LC	\$642.28
Data Recovery, Hard Drive, Level 2, Capacity 2TB and over, STANDARD SERVICE	DR2HDD-LC	\$987.35
Data Recovery, Hard Drive, Level 3, Capacity 2TB and over, STANDARD SERVICE	DR3HDD-LC	\$1,473.47

Description	24 Hour Data Part Number	GSA Price including IFF
<b>HARD DRIVE RECOVERY EXPEDITED SERVICE - 24 HOUR AROUND-THE- CLOCK UNTIL DONE</b>	<b>DRxHDD-911 / DRxHDD- LC-911</b>	
Data Recovery, Hard Drive, Level 1, Capacity under 2TB - EMERGENCY SERVICE	DR1HDD-911	\$1,209.00
Data Recovery, Hard Drive, Level 2, Capacity under 2TB - EMERGENCY SERVICE	DR2HDD-911	\$1,692.60
Data Recovery, Hard Drive, Level 3, Capacity under 2TB - EMERGENCY SERVICE	DR3HDD-911	\$2,357.55

Data Recovery, Hard Drive, Level 1, Capacity 2TB and over - EMERGENCY SERVICE	DR1HDD-LC-911	\$1,284.56
Data Recovery, Hard Drive, Level 2, Capacity 2TB and over - EMERGENCY SERVICE	DR2HDD-LC-911	\$1,974.70
Data Recovery, Hard Drive, Level 3, Capacity 2TB and over - EMERGENCY SERVICE	DR3HDD-LC-911	\$2,946.94

Description	24 Hour Data Part Number	GSA Price including IFF
<b>SOLID STATE DRIVE RECOVERY STANDARD SERVICE 3-5 DAYS</b>	<b>DRxSSD / DRxSSD-LC</b>	
Data Recovery, Solid State Drive, Level 1, Capacity up to 128GB, STANDARD SERVICE	DR1SSD	\$717.84
Data Recovery, Solid State Drive, Level 2, Capacity up to 128GB, STANDARD SERVICE	DR2SSD	\$1,700.16
Data Recovery, Solid State Drive, Level 3, Capacity up to 128GB, STANDARD SERVICE	DR3SSD	\$2,266.88
Data Recovery, Solid State Drive, Level 1, Capacity over 128GB, STANDARD SERVICE	DR1SSD-LC	\$1,511.25
Data Recovery, Solid State Drive, Level 2, Capacity over 128GB, STANDARD SERVICE	DR2SSD-LC	\$2,418.00
Data Recovery, Solid State Drive, Level 3, Capacity over 128GB, STANDARD SERVICE	DR3SSD-LC	\$3,286.97

Description	24 Hour Data Part Number	GSA Price including IFF
<b>SOLID STATE DRIVE EXPEDITED SERVICE - AROUND THE CLOCK UNTIL DONE</b>	<b>DRxSSD-911 / DRxSSD-LC- 911</b>	
Data Recovery, Solid State Drive, Level 1, Capacity under 128GB - EMERGENCY SERVICE	DR1SSD-911	\$1,397.91

Data Recovery, Solid State Drive, Level 2, Capacity under 128GB - EMERGENCY SERVICE	DR2SSD-911	\$3,400.31
Data Recovery, Solid State Drive, Level 3, Capacity under 128GB - EMERGENCY SERVICE	DR3SSD-911	\$4,533.75
Data Recovery, Solid State Drive, Level 1, Capacity over 128GB - EMERGENCY SERVICE	DR1SSD-LC-911	\$3,022.50
Data Recovery, Solid-State Drive, Level 2, Capacity over 128GB - EMERGENCY SERVICE	DR2SSD-LC-911	\$4,836.00
Data Recovery, Solid-State Drive, Level 3, Capacity over 128GB - EMERGENCY SERVICE	DR2SSD-LC-911	\$6,573.94

Description	24 Hour Data Part Number	GSA Price including IFF
<b>RAID RECOVERY - STANDARD SERVICE 3-5 DAYS</b>		
Data Recovery, RAID 2-3 Drives, STANDARD SERVICE	DR1RAID	\$2,644.69
Data Recovery, RAID 4-6 Drives, STANDARD SERVICE	DR2RAID	\$4,155.94
Data Recovery, RAID 7-12 Drives, STANDARD SERVICE	DR3RAID	\$6,800.63
Data Recovery, RAID 13-24 Drives, STANDARD SERVICE	DR4RAID	\$11,334.38
Data Recovery, RAID 25-36 Drives, STANDARD SERVICE	DR5RAID	\$18,890.63

Description	24 Hour Data Part Number	GSA Price including IFF
<b>RAID RECOVERY - EXPEDITED SERVICE - AROUND THE CLOCK UNTIL DONE</b>		
Data Recovery, RAID 2-3 Drives, EMERGENCY SERVICE	DR1RAID-911	\$5,289.38
Data Recovery, RAID 4-6 Drives, EMERGENCY SERVICE	DR2RAID-911	\$8,311.88

Data Recovery, RAID 7-12 Drives, EMERGENCY SERVICE	DR3RAID-911	\$13,601.25
Data Recovery, RAID 13-24 Drives, EMERGENCY SERVICE	DR4RAID-911	\$22,668.75
Data Recovery, RAID 25-36 Drives, EMERGENCY SERVICE	DR5RAID-911	\$37,781.25

## Pricing Determination for Data Recovery Services

Data Recovery is the process of retrieving computer data which, for various reasons, has become inaccessible using normal methods. A skilled data recovery engineer extracts lost data from damaged or corrupted storage media producing data that is once again accessible and functional.

24 Hour Data's research and development of proprietary hardware and software technology enable its engineering team to overcome both physical problems with the storage media and corruption issues.

Our engineers first determine if the problem is hardware or software related. If it's a software problem, after making an exact copy of the drive's contents, and based on the operating system, they use specialized software to overcome any corruption obstacles and recover the data.

For hardware issues, 24 Hour Data engineers route the drive through our ISO 4 Class 10 certified clean room where repairs are performed in an environment with air 100,000 times cleaner than normal office air.

24 Hour Data can usually recover data from most damaged hard drives and RAID's in 48-72 hours for standard service, unless the drive requires parts that are not in inventory. Expedited service is available, which assigns an engineering team to your recovery project around-the-clock until done, a process that can result in same day or next day recovery.

### Pricing Level Determination

24 Hour Data's GSA pricing utilizes a simplified pricing model based on the following criteria:

- **CAPACITY:** The full capacity of the hard drive.
- **COMPLEXITY:** The complexity of recovery service required, from level 1 to level 3
- **TURNAROUND SPEED:** The level of service required for the recovery of your data / How fast the data needs to be recovered: Standard or Expedited.

### CAPACITY

24 Hour Data uses a simplified model for pricing based on capacity:

Conventional Hard Drives will be rated either **2TB and Under**, or **Over 2TB**  
Solid State Drives will be rated at either **128GB and Under**, or **Over 128 GB**

### COMPLEXITY

Levels are defined below for both Hard Disk Drive (HDD) and Solid State Drive (SSD) recovery:

**HDD - LEVEL 1 RECOVERY**

Level 1 recovery is data recovery from a Hard Disk Drive that is suffering from file system corruption or data corruption and does not involve invasive (inside the drive) clean room work

**HDD - LEVEL 2 RECOVERY**

Level 2 Recovery is data recovery from a Hard Disk Drive that has failed due to PCB board damage, has Service Area Corruption, or other issues beyond a level 1 recovery but not requiring extensive clean room work

**HDD - LEVEL 3 RECOVERY**

Level 3 Recovery is data recovery from a Hard Disk Drive that has failed as a result of mechanical issues with the drive, such as head failure, spindle/motor issues etc., and requires replacement or repair of internal parts and extensive clean-room work

**SSD - LEVEL 1 RECOVERY**

Level 1 recovery is data recovery from a Solid-State Drive that is suffering from file system corruption or data corruption and does not involve invasive (inside the drive) or board-level

**SSD - LEVEL 2 RECOVERY**

Level 2 recovery is data recovery from a Solid-State Drive that is suffering from controller failure in addition to file system corruption or data corruption

**SSD - LEVEL 3 RECOVERY**

Level 3 recovery is data recovery from a Solid-State Drive that requires manual recovery through removal of the on-board memory chips and reconstruction of the file system from raw data dumps

**TURNAROUND SPEED**

24 Hour Data offers GSA Schedule pricing for two service levels: Standard and Expedited

**STANDARD** – This service level generally provides for a recovery time of 1-3 days in most cases. In cases where parts are required and not in inventory, up to 2 additional days might be required.

**EXPEDITED** – This is maximum-effort service, with dedicated engineering teams assigned to the project in around-the-clock shifts to assure the fastest possible recovery time. Same-day recovery is often possible with expedited service, but actual completion time will be a function of complexity and the amount of data being recovered.

**UNRECOVERABLE DRIVES**

**24 Hour Data provides a No Data, No charge guarantee: 24 Hour Data will NOT charge a Client any fee if the drive is found to be unrecoverable due to excessive media damage, or for any other reason that recovery is not possible. Schedule charges will be invoiced only upon the successful recovery of the media being recovered. Failed or No-Quote opportunities will only be subject to a return shipping charge of \$25 for 1-4 Drives or \$50 for 5 or more drives, if the client wishes the drives returned. Alternatively they can be securely destroyed at no additional costs.**

**ORDERING CONSIDERATIONS**

24 Hour Data cannot reasonably expect our clients to understand the level of complexity in any given data recovery operation. Our pricing is tiered according to complexity levels from level-1 to level-3, but the only reliable way to ascertain the precise level of complexity would be for the drive to undergo a diagnostic operation at our lab.

The third digit of all our ordering part numbers indicates complexity level. For unknown complexity issues, ordering personnel should replace the third digit in any 24 Hour Data part number with an "x" and allow the diagnostic team to assign a complexity level once the drive has been evaluated.

GSA Advantage! Buyers will have the opportunity to select the following codes:

**DR-DIAG** Data Recovery Diagnostic Service. Includes inbound 2-day FedEx shipping. The \$25 diagnostic charge will credit towards the cost of the appropriate data recovery fee depending upon job Level (level 1, level 2 or level 3). No quote, failed recovery or declined quote projects may use the \$25 diagnostic fee to offset return shipping charges.

**DR-DIAG-911** Data Recovery Diagnostic Service-EMERGENCY. Includes inbound overnight FedEx shipping. The \$100 diagnostic charge will credit towards the cost of the appropriate data recovery fee depending upon job Level (level 1, level 2 or level 3). No quote, failed recovery or declined quote projects may use the \$100 diagnostic fee to offset return shipping charges.

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**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM 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/IAM 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 (MAR2009) (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/IAM Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT/IAM 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/IAM 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/IAM PROFESSIONAL SERVICES AND PRICING**

- a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM 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/IAM 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.

## Data Recovery Services GSA Schedule 70 Pricing

### SIN 132-51

Labor Description			GSA Price – Hourly Rate
Data Recovery Engineer	Consulting	M-F 8AM-6PM	\$115.00
Data Recovery Engineer	Consulting	Before/After Hours, Weekends & Holidays	\$207.00

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#### SIN 132-51 Data Recovery Engineer Requirements:

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**Commercial Job Title:** Data Recovery Engineer

**Minimum/General Experience:** Ten (10) years of technical experience which applies to computer system analysis and diagnostics. Requires strong knowledge and competence in all facets of computer data storage devices, operating and file management systems.

**Functional Responsibility;** To recover viable computer data files from physically and logically corrupted computer storage media including hard disk drives, RAID storage devices, data tapes, camera and other flash RAM media and removable disk type media. Engineers verify and transfer all recovered data to stable, universal media to be delivered back to its owner.

## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

### PREAMBLE

*24 Hour Data, LLC* provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

**Sean Wade**

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**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity	Date	Contractor	Date
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BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(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.

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



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**Contract Administrator:**

Fred Marks  
VP of Sales

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