



# 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!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

### Schedule Title: **General Purpose Commercial Information Technology Equipment, Software and Services**

<b>FSC Group:</b>	<b>Class 70</b>
<b>Standard Industrial Group:</b>	<b>70</b>
<b>FSC Classes, Product/Service Codes:</b>	<b>7010, 5805, 5895, D301, D307, D307</b>
<b>FPDS</b>	<b>N070, J070</b>

	<p><b>Professional Business Systems, Inc.</b>  1909 Carlisle Blvd. NE  Albuquerque, New Mexico 87110  Phone: (505) 26502926  Fax: (505) 255-7832  Website: <a href="http://www.pbsav.com">www.pbsav.com</a></p> <p>Business Size/Type: Small Disadvantaged</p>
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**Contract Number: GS-35F-0416P**

**Period Covered by Contract:** April 5, 2019 – April 4, 2024  
Current through Modification PO-0041 Dated April 5, 2019

General Services Administration, Federal Supply Service

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

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## Customer Information

### 1 Specialty Item Numbers and Prices

#### 1a Table of Awarded Specialty Item Numbers

The paragraphs below identify the specialty item numbers (SINs) awarded to Professional Business Systems under this contract. See **Sections 1b** for products/services offered and prices. See **Section 1c** for descriptions of the labor categories offered under SIN 132-51.

Note: All SINs described are subject to cooperative purchasing.

#### **SIN 132-8, Purchase of New Equipment**

Under this SIN, Professional Business Systems (PBS) offers:

- Audio and video teleconferencing equipment (offered under FSC/PSC Class 5805, Telephone and Telegraph Equipment)
- Miscellaneous computer equipment (offered under FSC/PSC Class 5895, Miscellaneous Communication Equipment)
- Integrated audiovisual systems (offered under FSC/PSC Class 7010 ADPE System Configuration)
- Installation, deinstallation, reinstallation of equipment offered (FPDS N070)

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

*Also see Attachment A for terms and conditions applicable to this SIN.*

#### **SIN 132-12, Maintenance, Repair Services and Repair Parts/Spare Parts**

Systems (PBS) offers annual maintenance on products sold under SIN 132-8 (offered under FPDS J070).

*Also see Attachment B for terms and conditions applicable to this SIN.*

## **SIN 132-51, Information Technology Professional Services**

This SIN includes labor categories used to provide the following categories of professional IT services:

- IT Facility Operation and Maintenance (FPDS Code 301)
- Automated Information Systems Design and Integration Services (FPDS Code 307)
- Programming Service (FPDS D308)

*Notes for SIN 132-51:*

*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.*

*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.*

*3: This contract is not intended for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of, and in conjunction with the purchase of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.*

*Also see Attachment C for terms and conditions applicable to this SIN.*

### **1b Products and Prices**

The tables below show the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price.

The table below shows our lowest unit price for each product and for each labor category offered under this contract. For labor categories, the price is the Government price based on a unit of one hour, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. The rate applies to the delivery area identified in Section 4 below.

## SIN 132-8, Purchase of New Equipment

Specialty Item Number	FSC Class or FPDS Code(s)	Catalog Number	Product	GSA Schedule Price
132-8	FSC Class 7010	IMS-8-1	Integrated Multimedia System (IMS) with Creston Controller and 1-year warranty*	\$23,940.00
		IMS-8-1.1	Replace standard 6x2 matrix switcher with a 6x6 matrix switcher*	\$20,370.00
	FSC Class 5805	IMS-8-1.2	Add audio conferencing capabilities	\$525.00
	FSC Class 5895	IMS-8-1.3	Replace standard 7" active matrix touch monitor with larger (up to 10-inch) touch panel*	\$6,295.80
		IMS-8-1.4	Add WUXGA projector, 8000 lumens*	\$12,595.80
		IMS-8-1.5	Add document camera/visualizer	\$4,195.80
		IMS-8-1.6	Add lectern*	\$4,284.00
		IMS-8-1.7	Add electric screen*	\$2,431.80
		IMS-8-1.8	Add Flat Panel LED Display with Speakers*	\$8,190.00
		IMS-8-1.9	Video-teleconferencing integrator pack Adds components to allow a live presentation to be captured and transmitted as a videoconference to multiple points. Includes: presenter camera and microphone system, codec (digital encoding/decoding device), content/audience viewer, multi-point calling option, three-year warranty*	\$39,732.00
	FPDS N070	IDR-8-1	Installation Services**	\$67.50/hr
		IDR-8-2	Deinstallation Services**	\$67.50/hr
IDR-8-3		Reinstallation Services**	\$67.50/hr	

\* Expedited delivery may be available. Contact company.

\*\* Services performed by Installation and Maintenance Technician. See Section 1c for labor category description.

## 132-12, Equipment Maintenance

Specialty Item Number	FSC Class or FPDS Code(s)	Catalog Number	Product	GSA Schedule Price
132-12	FPDS J070	IMS-12-1	Annual Maintenance Agreement on IMS-8-1, Year 1	\$2,872.80
		IMS-12-1.1	Annual Maintenance Agreement on IMS-8-1.1, Year 1	\$2,444.00
		IMS-12-1.2	Annual Maintenance Agreement on IMS-8-1.2, Year 1	\$63.00
		IMS-12-1.3	Annual Maintenance Agreement on IMS-8-1.3, Year 1	\$755.50
		IMS-12-1.4	Annual Maintenance Agreement on IMS-8-1.4, Year 1	\$1,511.50
		IMS-12-1.5	Annual Maintenance Agreement on IMS-8-1.5, Year 1	\$503.50
		IMS-12-1.6	Annual Maintenance Agreement on IMS-8-1.6, Year 1	\$514.08
		IMS-12-1.7	Annual Maintenance Agreement on IMS-8-1.7, Year 1	\$291.82
		IMS-12-1.8	Annual Maintenance Agreement on IMS-8-1.8, Year 1	\$982.80
		IMS-12-2	Annual Maintenance Agreement on IMS-8-1, Year 2	\$3,591.00
		IMS-12-2.1	Annual Maintenance Agreement on IMS-8-1.1, Year 2	\$3,055.50
		IMS-12-2.2	Annual Maintenance Agreement on IMS-8-1.2, Year 2	\$78.75
		IMS-12-2.3	Annual Maintenance Agreement on IMS-8-1.3, Year 2	\$944.37
		IMS-12-2.4	Annual Maintenance Agreement on IMS-8-1.4, Year 2	\$1,889.37
		IMS-12-2.5	Annual Maintenance Agreement on IMS-8-1.5, Year 2	\$629.37
		IMS-12-2.6	Annual Maintenance Agreement on IMS-8-1.6, Year 2	\$642.60
		IMS-12-2.7	Annual Maintenance Agreement on IMS-8-1.7, Year 2	\$364.77
		IMS-12-2.8	Annual Maintenance Agreement on IMS-8-1.8, Year 2	\$1,228.50

**Note:** Annual maintenance agreement for Year 1 must be purchased at the time the product is purchased. The agreement extends the product warranty by one year beyond the expiration date of the warranty. Annual maintenance agreement for Year 2 must be purchased before the annual maintenance agreement for Year 1 expires. The agreement extends the product warranty by an additional year.

## 132-51, Professional IT Services

SIN	FPDS Codes	Catalog Number	Labor Category	Hourly Rate
132-51	D301, D307, D308	PS-51-6	Certified Programmer	\$112.50
		PS-51-10	Installation Technician	\$67.50

## 1c Labor Category Descriptions

The table below shows the job titles, education, experience, and functional responsibilities for the individuals who will provide services under this contract.

Labor Category	Description
<b>Certified Programmer</b>	<p><b>Minimum Educational Requirement:</b> Certification from relevant product suppliers (Ex: Crestron, AMX, etc.) and 5 or more years of relevant experience in the audiovisual systems field.</p> <p><b>Experiential Requirement:</b> Certification from relevant product suppliers (Ex: Crestron, AMX, etc.) and 3 to 9 years of programming experience.</p> <p><b>Functional Responsibilities:</b> Applies standard programming procedures and detailed expertise in audiovisual system programming. Performs such duties as: designing, developing, modifying, and maintaining assigned programs; designs and implements program modifications; monitors the operation of assigned programs and responds to problems by diagnosing and correcting errors in logic and coding; and implements and/or maintains assigned portions of a programming project, applying established programming techniques. Tests and documents work and writes and maintains operator instructions for assigned programs. Consults with customer and other project team members as needed to obtain factual data required for programming.</p>
<b>Installation and Maintenance Technician</b>	<p><b>Education/Experience Requirement:</b> Three or more years of system installation experience. Programming experience and relevant education desirable.</p> <p><b>Functional Responsibilities:</b> Performs audiovisual system installation tasks as assigned in accordance with the company's, standard operating procedures, manufacturer installation instructions for products being installed, and customer-approved design diagrams.</p>

## 2 Maximum Order

Maximum Order values are shown below by SIN:

- Special Item Number 132-8, Purchase of New Equipment: \$500,000.00.
- Special Item Number 132-12, Equipment Maintenance: \$500,000.00.
- Special Item Number 132-51, Information Technology (IT) Professional Services: \$500,000.00.

## 3 Minimum Order

The minimum dollar value of orders to be issued is: \$100.00.

**4 Geographical Coverage (Delivery Area)**

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

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

PBS's delivery area is:

- 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.

**5 Point(s) of Production (City, County, and State or Foreign Country)**

Albuquerque, Bernalillo, New Mexico

**6 Discount from List Prices or Statement of Net Price**

A standard discount of 1% is offered for credit card purchases.

No other standard discounts are offered. However, discounts will be negotiated on a case-by-case basis if:

- the dollar value of a purchase exceeds \$300,000,
- the purchase is a multi-year order, or
- the purchase is a blanket purchase order.

**7 Quantity Discounts**

Special discounts for quantity purchases will be negotiated on a case-by-case basis for purchases under SIN 132-8 in quantities of 10 or more.

**8 Prompt Payment Terms**

1% for net 10 days.

**9 Government Purchase Cards**

**9a Purchases at/below Micropurchase Threshold**

Government credit cards are accepted for payment at or below the micro-purchase threshold.

**9b Purchases above Micropurchase Threshold**

Government credit cards are accepted for payment above the micro-purchase threshold.

**10 Foreign Items**

Items offered are listed by country of origin below.

Country of Origin	Products	
USA	IMS-8-1	Integrated Multimedia System (IMS) with Creston Controller and 1-year warranty
USA	IMS-8-1.1	Replace standard 6x2 matrix switcher with a 6x6 matrix switcher
USA	IMS-8-1.2	Add audio conferencing capabilities
USA	IMS-8-1.3	Replace standard 7" active matrix touch panel with larger (up to 10-inch) touch panel
USA	IMS-8-1.4	Add lectern
USA	IMS-8-1.5	Add electric screen
Japan	IMS-8-1.6	Add WUXGA projector, 8000 lumens
Japan	IMS-8-1.7	Add Flat Panel LED Display (up to 80 inches) with Speakers
Japan	IMS-8-1.8	Add document camera/visualizer
Israel, Thailand	IMS-8.1.9	Video-teleconferencing integrator pack Adds components to allow a live presentation to be captured and transmitted as a videoconference to multiple points. Includes: presenter camera and microphone system, codec (digital encoding/decoding device), content/audience viewer, multi-point calling option

**11 Delivery**

**11a Time of Delivery**

PBS shall deliver to the destination within the number of calendar days shown below after receipt of order (ARO):

Specialty Item Number	Standard Delivery
132-8, 132-12, 132-51	30 days ARO or as negotiated in delivery order

## **11b Expedited Delivery**

Items subject to expedited delivery are noted in this price list.

## **11c Overnight and Two-Day Delivery**

If overnight or two-day delivery is required, the customer should contact PBS to check availability and price.

## **11d Urgent Requirements**

This contract contains *I-FSS-140, B, Urgent Requirements*, which states:

“When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.”

## **12 F.O.B. Points**

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

## **13 Ordering Address/Procedures**

### **11a Address**

The following address should be used for orders:

GSA Orders  
Professional Business Systems  
1909 Carlisle Blvd. NE  
Albuquerque, NM 87110

### **11b 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**

The following address should be used for payments:

Accounting Department  
Professional Business Systems  
1909 Carlisle Blvd. NE  
Albuquerque, NM 87110

## **15 Warranty Provision**

- a. PBS's standard commercial warranty, as stated below, will apply to this contract.
  1. All products furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects for a period of one year beginning on the first day of acceptance.
  2. Returns and requests for repair must be coordinated with a PBS customer assistance representative. Call 1-800-552-9984 to make arrangements for returns/repairs.
  3. The following conditions apply to returns:
    - a. The product must not be damaged through any customer misuse.
    - b. The product must be returned within 15 days after arrangements have been made for return.
- 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: 1909 Carlisle Blvd, NE, Albuquerque, NM 87110.

## **16 Export Packing Charges**

Not applicable.

**17 Terms and Conditions for Government Purchase Card Acceptance**

Purchases over the micro-purchase level are accepted up to the maximum order thresholds stated in Section 2 above.

**18 Terms and Conditions of Rental, Maintenance, and Repair**

Not applicable.

**19 Terms and Conditions of Installation**

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

See *Attachment A, Section 4* for additional terms and conditions.

**20 Terms and Conditions of Repair Parts**

See *Attachment B*.

**21 List of Services and Distribution Points**

Services and distribution is managed from PBS's corporate headquarters in Albuquerque NM.

**22 List of Participating Dealers**

Not applicable.

**23 Preventive Maintenance**

Not applicable.

## **24 Special Attributes**

Not applicable.

## **25 Section 508 Compliance**

Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services. If required, please request from [pchavez@pbsav.com](mailto:pchavez@pbsav.com). The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **26 DUNS Number**

620743674

## **27 SAM Registration**

PBS is registered in the U.S. government's System for Award Management (SAM) database under:

Name: Professional Business Systems, Inc.

DUNS: 620743674

CAGE Code: oKBL1

**Attachment A**

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

**1. MATERIAL AND WORKMANSHIP**

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

**2. ORDER**

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

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

**3. TRANSPORTATION OF EQUIPMENT**

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.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

The charges, if any, for such services are listed below, or in the price schedule:

<u>Services that May be Required for Installation</u>	<u>Hourly Rate</u>
Custom Programming of Audiovisual System Controller Audiovisual System	\$112.50
Installation, Deinstallation and Reinstallation Services	\$67.50

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the

construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

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 postacceptance 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.

1. All products furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects for a period of one year beginning on the first day of acceptance.

2. Returns and requests for repair must be coordinated with a PBS customer assistance representative. Call 1-800-552-9984 to make arrangements for returns/repairs.

3. The following conditions apply to returns:

a. The product must not be damaged through any customer misuse.

b. The product must be returned within 15 days after arrangements have been made for return.

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: \_\_\_\_

**7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

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

**8. RESPONSIBILITIES OF THE CONTRACTOR**

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

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

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

**Attachment B**

**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 100 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:

Professional Business Systems, Inc. 1909 Carlisle Blvd. NE Albuquerque, NM 87110

**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.

**For products under warranty or under a maintenance contract:** no additional charges apply.

**For products not covered under warranty or under a maintenance contract:** If

maintenance requires travel outside of a 100-mile radius from the contractor's service points, the government will be charged for employee travel costs, to include mileage or the cost of travel by a common carrier. The government will also be charged per diem in accordance with standard government rate schedules to cover the cost of lodging (if required) and meals.

**e. QUANTITY DISCOUNTS**

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

<u>Quantity Range</u>	<u>Discounts</u>
Not applicable	None

**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.

Software Maintenance     \$112.50/hr

Hardware Maintenance     \$67.50/hr

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.

**Note:** This does not apply to equipment that is covered by maintenance agreement.

(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.

(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

AND		REGULAR	AFTER	SUNDAYS
LOCATION	MINIMUM CHARGE*	HOURS PER HOUR**	HOURS PER HOUR**	HOLIDAYS PER HOUR
CONTRACTOR'S SHOP				
- Software Debugging	1 hour	\$112.50	Not applicable	Not applicable
- Hardware Repair	1 hour	\$67.50	\$101.25	Not applicable

ORDERING ACTIVITY LOCATION  
 (WITHIN ESTABLISHED SERVICE AREAS) Same as above

ORDERING ACTIVITY LOCATION  
 (OUTSIDE ESTABLISHED SERVICE AREAS) same as above, plus travel and per diem (meals and, if applicable, lodging)

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

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

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, 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.

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

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of for a period of three months. If the product repaired is still under the original manufacturer's warranty or under an active maintenance agreement, the work will be guaranteed/warranted until the manufacturer's warranty or maintenance agreement expires or for three months, whichever is longer.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period or a period of three months. If the product repaired is still under the original manufacturer's warranty or under an active maintenance agreement, the work will be guaranteed/warranted until the manufacturer's warranty or maintenance agreement expires or for three months, whichever is longer.

**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.

**Attachment C**

**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.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science