AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

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 for GSA Advantage!® is: www.GSAAdvantage.gov .

Schedule 70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

Special Item No. 132-8 Purchase of New Equipment
Special Item No. 132-12 Equipment Maintenance

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers
Display
Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
Network Equipment
Other Communications Equipment
Optical Recognition Input/Output Devices
Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices
Telephone Answering and Voice Messaging Systems

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment
Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas
Broadcast Band Radio Transmitters/Receivers/Antennas
Microwave Radio Equipment/Antennas and Waveguides
Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

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

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)
FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

- Maintenance
- Repair Service
- Repair Parts/Spare Parts
- Third Party Maintenance

Contract Number: **GS-35F-0478W**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

Contract Period: **6/7/10 - 6/6/20**

Contractor: **Caprice Electronics Inc**

63 Flushing Ave Unit 100 Brooklyn, NY 11205

Telephone: **(718) 222-0433**

Fax: **(718)222-0940**

Email: **sales@capricegov.com**

Website: **http://www.capricegov.com**

Contract Point of Contact: **Daniel Laufer**

A Woman Owned Small Business

Modification Number: PA-0033 **Effective Date:** 08/08/2016

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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). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (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, 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.

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.
[**x**] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Caprice Electronics Inc
63 Flushing Ave Unit 100
Brooklyn, NY 11205

Email: sales@capricegov.com

Website: http://www.capricegov.com

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.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Telephone: (718) 222-0433

Fax: (718)222-0940

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

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Data Universal Numbering System (DUNS) Number: **092658152**
Woman-Owned Small Business - **Yes**
Contractor's Taxpayer Identification Number (TIN): **#13-3062865**

4a. CAGE Code: **5AGE4**
4b. Contractor has registered with the System for Award Management (SAM).

5. FOB DESTINATION
The 48 Contiguous States & the District of Columbia are 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:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	3 Days
132-12	3 Days

b. URGENT REQUIREMENTS: **Contact Email\Phone for faster delivery**

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: **Net 30**

b. Quantity: **$ 3,000 - $ 4,999.99: 2.5% DISCOUNT**

$ 5,000 - $ 999,999: 3.5% DISCOUNT

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:

Handled per request. Additional fees may be incurred for packaging.

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is $50.

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:

Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 - Equipment Maintenance

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 Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(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.: NetScape). The Internet address is http://www.gsaadvantage.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.

c. Warranty service will be provided by the respective manufacturers, on all Non-Consumable Parts for a period of one year. The said warranty will commence from the date of when the Product is received by the Government and shall expire after One Year thereafter.
RETURNS: We will gladly accept any merchandise purchased from Caprice Electronics & Only Caprice Electronics. The merchandise must not be opened, nor may the original packaging be compromised in any way, shape or form. Returns must be made within 45 days from date received. You need to obtain a case number from customer relations and include your case number with the item, prior to returning it.
After an in house inspection if and when your item is deemed returnable Caprice Electronics will refund the full purchase amount. Unless otherwise provided in writing this is our general policy. Upon the expiration of the manufacturer's warranty, Caprice Electronics will provide maintenance/repair (under the terms of SIM number Service) at the rate of $150.00 dollars per hour.

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:

_____

_____

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 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 132-9.

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:

_____

The EIT standard can be found at: 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 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

All of our products in our price list are self installable

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:

_____

_____

_____

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. **N/A** 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.

Warranty service will be provided by the respective manufacturers, on all Non-Consumable Parts for a period of one year. The said warranty will commence from the date of when the Product is received by the Government and shall expire after One Year thereafter.
RETURNS: We will gladly accept any merchandise purchased from Caprice Electronics & Only Caprice Electronics. The merchandise must not be opened, nor may the original packaging be compromised in any way, shape or form. Returns must be made within 45 days from date received. You need to obtain a case number from customer relations and include your case number with the item, prior to returning it.
After an in house inspection if and when your item is deemed returnable Caprice Electronics will refund the full purchase amount. Unless otherwise provided in writing this is our general policy. Upon the expiration of the manufacturer's warranty, Caprice Electronics will provide maintenance/repair (under the terms of SIM number Service) at the rate of $150.00 dollars per hour.

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).

MFGNAME	MFGPART	DESCRIPTION	GSA PRICE
TARGUS	ACP45US	UNIVERSAL DOCKING STATION WITH DIGITAL A	$87.45
SHARP	AN46SP1	OPTIONAL LOUDSPEAKERS FOR 46"	$265.96
SHARP	AN52SP1	OPTIONAL LOUDSPEAKERS FOR 52"	$282.98
SHARP	AN65SP1	OPTIONAL LOUDSPEAKERS FOR 65"	$319.89
TARGUS	ASF121USZ	12.1" PRIVACY FILTER	$36.01
TARGUS	ASF121WUSZ	12.1" WIDESCREEN PRIVACY FILTER	$36.01
TARGUS	ASF133USZ	13.3IN PRIVACY FILTER SCREEN	$36.01
TARGUS	ASF133WUSZ	13.3" WIDESCREEN PRIVACY FILTER	$36.01
TARGUS	ASF141USZ	14.1" PRIVACY FILTER	$36.01
TARGUS	ASF141WUSZ	14.1" WIDESCREEN NOTEBOOK PRIVACY SCREEN	$36.01
TARGUS	ASF154WUSZ	15.4" WIDESCREEN PRIVACY FILTER	$40.01
TARGUS	ASF17USZ	17" PRIVACY FILTER	$54.02
TARGUS	ASF17WUSZ	17" WIDESCREEN PRIVACY FILTER	$56.02
TARGUS	ASF22WUSZ	22IN PRIVACY FILTER WIDE SCREEN DIMENSIO	$79.02
TARGUS	ASF24WUSZ	24" WIDESCREEN PRIVACY FILTER	$84.74
TARGUS	ASF30WUSZ	30" WIDESCREEN PRIVACY FILTER	$160.05
TARGUS	ASP02US	ULTRA MAX NOTEBOOK CABLE LOCK	$40.01
TARGUS	AWE19US	PREMIUM CHILL MAT XC	$32.01
TARGUS	GSA-OCN1	CN01/OCN1 - NOTEPAC CARTON	$31.72
APC	NBDA-1501	APC NETBOTZ AMP DETECTOR 1-15 (FOR NEMA	$158.13
APC	NBDA-2001	APC NETBOTZ AMP DETECTOR 1-20 (FOR NEMA	$183.76
APC	NBDA-20L1	APC NETBOTZ AMP DETECTOR 1-20L (FOR NEMA	$197.00
APC	NBDA-20L2	APC NETBOTZ AMP DETECTOR 6-20L (FOR NEMA	$168.43
APC	NBDA-30L2	APC NETBOTZ AMP DETECTOR 60-30L (FOR NEM	$217.00
APC	NBPD-0123	APC NETBOTZ CCTV ADAPTER POD 120 WITH US	$220.87
APC	NBPD-0129	APC NETBOTZ SENSOR POD (4-20MA) WITH USB	$236.76
APC	NBSV-1000	APC NETBOTZ SURVEILLANCE BASE - 15 NODES	$2,841.49
TARGUS	PA235U	UNIV MONITOR STAND UP TO 100 LBS TWO H	$34.30
TARGUS	PA400U	DEFCON SECURITY DEVICE ALARM SYSTEM FO	$42.30
TARGUS	PA410S	25PK DEFCON SCL SERIALIZED CABLE LOC	$778.79
TARGUS	PA410S-1	DEFCON SERIALIZED CABLE LOCK SINGLE UN	$31.15
SHARP	PN-465U	46" PROFESSIONAL LCD MONITOR	$2,148.54
APC	SU3000RMX-93	APC SMART-UPS 3000VA RM 5U 120V SHIPBOAR	$2,200.00
APC	SU70093	APC SMART-UPS 700VA 120V SHIPBOARD	$559.51
APC	SU700X167	APC SMART-UPS 700VA W/AUTO SELECT INPUT	$706.27
APC	SUA1000	APC SMART-UPS 1000VA USB & SERIAL 120V N	$596.43
APC	SUA1500	APC SMART-UPS 1500VA USB & SERIAL 120V N	$558.50
APC	SUA1500R2X	APC SMART -UPS 1500VA RM 2U 120V SHIPBOA	$899.00
APC	SUA1500RM	SMART-UPS 1500VA USB & SERIAL RM 2U 120	$664.00
APC	SUA1500X-93	APC SMART-UPS 1500VA USB 120V SHIPBOARD	$792.33
APC	SUA2200RM	2200VA USB SERIAL RM2U 120V	$998.00
APC	SUA3000RM	UPS 3000VA USB AND SERIAL RM 2U 12	$1,133.31
APC	SUA750	APC SMART-UPS 750VA USB & SERIAL 120V NA	$494.00
TARGUS	TAA-CVR600	TARGUS TAA COMPLIANT GROOVE BACKPACK	$31.72
APRICORN	A25-3BIO256-1000	1TB Aegis Bio - USB 3.0, software free design with hardware 256-bit AES encryption	$177.80
APRICORN	A25-3BIO256-500	500GB Aegis Bio - USB 3.0, software free design with hardware 256-bit AES encryption	$142.51
APRICORN	A25-3BIO256-750	750GB Aegis Bio - USB 3.0, software free design with hardware 256-bit AES encryption	$153.36
APRICORN	A25-3BIO256-S128	128GB SSD Aegis Bio -USB 3.0, software free design with hardware 256-bit AES encryption	$221.31
APRICORN	A25-3BIO256-S256	256GB SSD Aegis Bio -USB 3.0, software free design with hardware 256-bit AES encryption	$335.96
APRICORN	A25-3BIO256-S512	512GB SSD Aegis Bio -USB 3.0, software free design with hardware 256-bit AES encryption	$565.56
APRICORN	A25-3PL256-1000	1TB Aegis Padlock 3.0 256-bit AES XTS hardware encrypted, USB 3.0 portable drive.	$233.28
APRICORN	A25-3PL256-1000F	Aegis Fortress - FIPS validated, 1TB USB 3.0 hardware encrypted portable drive	$273.33
APRICORN	A25-3PL256-2000	2TB Aegis Padlock 3.0 256-bit AES XTS hardware encrypted, USB 3.0 portable drive.	$284.04
APRICORN	A25-3PL256-2000F	Aegis Fortress - FIPS validated, 2TB USB 3.0 hardware encrypted portable drive	$341.28
APRICORN	A25-3PL256-500	500GB Aegis Padlock 3.0 256-bit AES XTS hardware encrypted, USB 3.0 portable drive.	$193.32
APRICORN	A25-3PL256-500F	Aegis Fortress - FIPS validated, 500GB USB 3.0 hardware encrypted portable drive	$234.42
APRICORN	A25-3PL256-750F	Aegis Fortress - FIPS validated, 750GB USB 3.0 hardware encrypted portable drive	$251.71
APRICORN	A25-3PL256-S128	128GB Solid State Drive, Aegis Padlock USB 3.0, 256-bit AES XTS Hardware Encrypted Portable Drive	$256.86
APRICORN	A25-3PL256-S128F	Aegis Fortress - FIPS validated, 128GB SSD USB 3.0 hardware encrypted portable drive	$287.62
APRICORN	A25-3PL256-S256	256GB Solid State Drive, Aegis Padlock USB 3.0, 256-bit AES XTS Hardware Encrypted Portable Drive	$405.64
APRICORN	A25-3PL256-S256F	Aegis Fortress - FIPS validated, 256GB SSD USB 3.0 hardware encrypted portable drive	$444.53
APRICORN	A25-3PL256-S512	512GB Solid State Drive, Aegis Padlock USB 3.0, 256-bit AES XTS Hardware Encrypted Portable Drive	$682.56
APRICORN	A25-3PL256-S512F	Aegis Fortress - FIPS validated, 512GB SSD USB 3.0 hardware encrypted portable drive	$718.38
APRICORN	A25-3USB-1000	Aegis Portable 3.0 - USB 3.0 Portable 1TB drive with integrated USB cable	$113.91
APRICORN	A25-3USB-500	Aegis Portable 3.0 - USB 3.0 Portable 500GB drive with integrated USB cable	$87.57
APRICORN	A25-3USB-S256	Aegis Portable 3.0 - USB 3.0 Portable 256GB SSD drive with integrated USB cable	$262.68
APRICORN	A25-3USB-S512	Aegis Portable 3.0 - USB 3.0 Portable 512GB SSD drive with integrated USB cable	$500.90
APRICORN	A25-PL256-1000	1TB Apricorn Padlock Secure 256-bit AES Hardware Encrypted Portable USB Drive	$209.26
APRICORN	A25-PL256-500	500GB Apricorn Padlock Secure 256-bit AES Hardware Encrypted Portable USB Drive	$158.76
APRICORN	A25-PL256-750	750GB Apricorn Padlock Secure 256-bit AES Hardware Encrypted Portable USB Drive	$193.32
APRICORN	A25-PL256-S128	128GB Solid State Apricorn Padlock Secure 256-bit AES Hardware Encrypted Portable USB Drive	$244.48
APRICORN	A25-PL256-S256	256GB Solid State Apricorn Padlock Secure 256-bit AES Hardware Encrypted Portable USB Drive	$396.94
APRICORN	A25-PL256-S512	512GB Solid State Apricorn Padlock Secure 256-bit AES Hardware Encrypted Portable USB Drive	$670.68

APRICORN	A25-PLe256-1000	)0GB Aegis Padlock Pro Secure 256-bit AES hardware encrypted portable drive with eSATA and USB interfa	$221.40
APRICORN	A25-PLe256-500	0GB Aegis Padlock Pro Secure 256-bit AES hardware encrypted portable drive with eSATA and USB interfa	$181.44
APRICORN	A25-PLe256-750	0GB Aegis Padlock Pro Secure 256-bit AES hardware encrypted portable drive with eSATA and USB interfa	$201.96
APRICORN	A25-PLe256-S128	128GB Solid State Aegis Padlock Pro with AES-256 Hardware encryption, USB & eSATA	$254.38
APRICORN	A25-PLe256-S256	256GB Solid State Aegis Padlock Pro with AES-256 Hardware encryption, USB & eSATA	$405.52
APRICORN	AC-ADAPTER-EZUP	dapter for Apricorn EZ Upgrade Notebook Hard Drive enclosure. Compatible with USA style plugs (110-240	$8.64
APRICORN	ADT-3PL256-1000	1TB Aegis Padlock DT Secure USB 3.0 256-bit AES hardware encrypted desktop drive	$187.92
APRICORN	ADT-3PL256-2000	2TB Aegis Padlock DT Secure USB 3.0 256-bit AES hardware encrypted desktop drive	$227.88
APRICORN	ADT-3PL256-3000	3TB Aegis Padlock DT Secure USB 3.0 256-bit AES hardware encrypted desktop drive	$284.04
APRICORN	ADT-3PL256-4000	4TB Aegis Padlock DT Secure USB 3.0 256-bit AES hardware encrypted desktop drive	$374.72
APRICORN	ADT-3PL256-6000	6TB Aegis Padlock DT Secure USB 3.0 256-bit AES hardware encrypted desktop drive	$637.13
APRICORN	ADT-3PL256F-2000	FIPS validated, 2TB Aegis Padlock DT Secure USB 3.0 256-bit AES hdwr encryption	$258.74
APRICORN	ADT-3PL256F-3000	FIPS validated, 3TB Aegis Padlock DT Secure USB 3.0 256-bit AES hdwr encryption	$316.22
APRICORN	ADT-3PL256F-4000	FIPS validated, 4TB Aegis Padlock DT Secure USB 3.0 256-bit AES hdwr encryption	$402.36
APRICORN	ADT-3PL256F-6000	FIPS validated, 6TB Aegis Padlock DT Secure USB 3.0 256-bit AES hdwr encryption	$658.38
APRICORN	ADW-USB-KIT	Hi-Speed USB 2.0 connection to 2.5" & 3.5" SATA & PATA Hard Drives. Includes drive cloning and imaging	$31.32
APRICORN	AMSW-USB3	;ed systems in 3-steps. Includes USB 3.0 extermal mSATA enclosure and cloning software. Use the old mSA	$36.43
APRICORN	ASK-256-16GB	16GB 256-bit AES CBC hardware encrypted USB 2.0 memory key - FIPS Validated	$113.40
APRICORN	ASK-256-32GB	32GB 256-bit AES CBC HDWR encrypted USB 2.0 memory key-FIPS Validated	$169.20
APRICORN	ASK-256-4GB	4GB 256-bit AES CBC hardware encrypted USB 2.0 memory key - FIPS Validated	$59.40
APRICORN	ASK-256-8GB	8GB 256-bit AES CBC hardware encrypted USB 2.0 memory key - FIPS Validated	$86.40
APRICORN	ASSD-3PL256-120F	Aegis Padlock SSD - FIPS validated Ruggedized 120GB SSD, USB 3.0 encrypted drive	$300.77
APRICORN	ASSD-3PL256-240F	Aegis Padlock SSD - FIPS validated Ruggedized 240GB SSD, USB 3.0 encrypted drive	$452.57
APRICORN	ASSD-3PL256-480F	Aegis Padlock SSD - FIPS valdiated Ruggedized 480GB SSD, USB 3.0 encrypted drive	$738.72
APRICORN	ASW-USB3-25	n for SSD or HDD upgrades. SATAWire provides a USB 3.0 connection to any 2.5" SATA hard drive or SSD dr	$22.68
APRICORN	AUSB-Y	USB power adapter Y cable	$11.88
APRICORN	EZ-UP-UNIVERSAL	ı PATA IDE hard drives (2 x44 2mm connector) and SATA hard drives in the same enclosure.. Includes EZ Gi	$24.84
APRICORN	EZ-UP3	ternal hard drive in 3 simple steps. Supports 2.5" 9.5mm SATA hard drives Includes EZ Gig drive cloning So	$36.60
APRICORN	VEL-DUO	PC & Mac - PCIe 2.0 x2 Slot with onboard support for two 2.5" SATA III drives. Supports JBOD, Spanning, a	$136.08
APRICORN	VEL-SOLO-X1	pgrade kit - Compatible with PC & Mac - SATA III, PCIe 2.0, x1, 2.5" SSD/HDD slot + Aux data port. Up to 40	$50.29
APRICORN	VEL-SOLO-X2	pgrade kit - Compatible with PC & Mac - SATA III, PCIe 2.0, x2, 2.5" SSD/HDD slot + Aux data port. Up to 55	$100.95
APRICORN	2TB PADLOCK PRO SECURE ES	2TB PADLOCK PRO SECURE ESATA USB INTERFACE 256BIT AES TAA COMP UPC No. 0708326914130	$280.68

Offered pricing is Firm Fixed Price (FFP), FOB Destination, and includes all shipping costs.

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:

_____

_____

_____

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 lessor 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.

NONE _____

_____

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
_____ Units	_____%
_____ Units	_____%
_____ 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 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

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____

*MINIMUM CHARGES INCLUDE ___ 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 _____, at a discount of _____% 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 90 days

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

12. INVOICES AND PAYMENTS

a. Maintenance Service

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

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of 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.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

(Name of Company) 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

Contract Point of Contact: **Daniel Laufer**

Email: **sales@capricegov.com**

Telephone: **(718) 222-0433**

Fax: **(718)222-0940**

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

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.

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 customers 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.