



Price List for GSA Contract

GS-35F-0712N

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICE LIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

28 March 2007

Teradyne, Inc.
Assembly Test Division
Mil-Aero Functional Test Group
700 Riverpark Drive
North Reading, MA 01864

GSA Contact (978) 370-1163

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICE LIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item Numbers Awarded

Special Item No. 132-8 Purchase of Equipment
Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software
Special Item No. 132-50 Training Courses
Special Item No. 132-51 Information Technology Professional Services

Note: 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.

SIN 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION
End User Computers/Desktop Computers

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

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

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.

SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

Maintenance
Repair Service
Repair Parts/Spare Parts

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Microcomputers
Operating System Software
Application Software
Utility Software

NOTE: 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>.

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

Teradyne, Inc.
Assembly Test Division
700Riverpark Drive
North Reading, MA 01864
(978)370-2700
www.teradyne.com

Contract Number: **GS-35F-0712N**

Period Covered by Contract: **18 June 2005 through 17 June 2008**

General Services Administration
Federal Supply Service

Price list current through Solicitation FCIS-JB-980001B—REFRESH #15 & 16, Modification FX-32, dated 12 May 2006 including contract amendment PA-0028.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. 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 (\$2,500), 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.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) 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 (\$2,500), 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.
- The Geographic Scope of Contract will be domestic delivery only.

2. Contractor's Ordering Address and Payment Information

Ordering Information

Teradyne, Inc.
Attention GSA Program Manager
Telephone: (978)370-1163
Fax: (443)787-2346
700 Riverpark Drive
North Reading, MA 01864

Payment Information

Teradyne, Inc.
Accounts Receivable
Lock Box 3644
Boston, MA 02241

Contractors are required to accept credit cards for payments equal to, or less than, the micro-purchase threshold (\$2,500) for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. 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: (978)370-1163
Fax: (443)787-2346

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:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: **074528345**
Block 30: Type of Contractor – C. Large Business
Block 31: Woman-Owned Small Business – **No.**
Block 36: Contractor's Taxpayer Identification Number (TIN): **042272148**

4a. CAGE Code: **23350**

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

5. FOB Destination: All products are shipped 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	90 Days
132-12	Determined at time of order placement
132-33	90 Days
132-34	90 Days
132-50	Determined at time of order placement
132-51	Determined at time of order placement

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

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

a. Prompt Payment: 1/2% - 10 days from receipt of invoice.

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. Export Packing: Export is available and shall be as specified and negotiated in any order requiring export packing.

10. Small Requirements: The minimum dollar value of orders to be issued is N/A.

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 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses.

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 Supply 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 2001)

- (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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (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.

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 C.1.)

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.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract 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

Contractor warranties are those set forth in Appendix 1 and Appendix 2.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

N/A

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.teradyne.com

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
- (1) 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 EQUIPMENT
(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must meet the Teradyne Warranty contained in Appendix 1.

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:

To be determined at time of order placement.

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.

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

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Please see Appendix 1 for Teradyne's Warranty for equipment.
- b. The Contractor does not warrant or imply that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract, as specified in Appendix 1.
- c. Limitation of Liability. Please refer to Appendix 2.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 700 Riverpark Drive, North Reading , MA 01864

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement.

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46). **Equipment trade-in is not available from Teradyne under this contract**

10. PATENT INDEMNITY FOR EQUIPMENT

FAR 52.212-4(h) is tailored as set forth in Appendix 3.

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY 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 N/A mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12.
- 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:

Teradyne, Inc.
700 Riverpark Drive
North Reading, MA 01864

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.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

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:

\$227/hour,door to door , plus expenses.

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are not available under this contract.

Quantity Range	Discounts
N/A	N/A

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) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of N/A per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(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

SPECIAL ITEM NUMBER: 132-12 Repair and Maintenance				
Location	Minimum Charge¹	Regular Hours, Per Hour²	After Hours, Per Hour²	Sundays and Holidays, Per hour
Contractor's Shop	\$227/hour*	N/A	N/A	N/.A
Ordering Activity (Within Established Service Areas)	\$227/hour*	\$342/hour*	\$342/hour*	Location Established
Ordering Activity (Outside Established Service Area)	\$227/hour*	\$342/hour*	\$342/hour*	Location Established

*GSA Price Includes GSA 0.75% Funding Fee

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¹Minimum charges include 8 full hours on the job

²Fractional 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. Discounts are not applicable for spare and repair parts.

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. See Appendix 1 for complete warranty.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 90 days. See Appendix 1 for complete warranty.

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.

**TERMS AND CONDITIONS APPLICABLE TO
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. In accordance with GSA procedures, Teradyne Software is provided per the Teradyne Software License Agreement (including warranty) in effect at the time of purchase and which can be found at any time at www.teradyne.com/atd/about/terms.html .

b. The Contractor does not warrant or imply that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract, as specified in the Teradyne Software License Agreement (which can be found at any time at www.teradyne.com/atd/about/terms.html).

c. Limitation of Liability. Please see Appendix 2.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (877)Teradyne {(877)837-2396} for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 24/7 with a “Live Expert” available Monday through Friday, 8:00 AM to 5:00 PM.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following: A combination of rapid telephone support, 24/7 web support, and periodic software releases. Response time <2 hours (telephone); eKnowledge access; Remote diagnostics (if available).

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

5. PERIODS OF MAINTENANCE (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. 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.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM TO PERPETUAL LICENSE Not Applicable

7. TERM LICENSE CESSATION Not Applicable

8. UTILIZATION LIMITATIONS - (132-33)

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

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

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

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

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

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

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

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING Not Applicable

12. PATENT INDEMNITY FOR SOFTWARE.

FAR 52.212-4(h) is tailored as set forth in Appendix 3.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

NONE

SPECIAL ITEM NUMBER: 132-50 Training

Course Title and Part Number	Course Length	Prerequisites	Min/Max Students	Course Locations	Class Schedules	*Price Per Student/Class
Spectrum 9000-Series Programming with TestStudio 553-303-35	5 Days	Must have already taken the M9-Series Programming Introduction Course.	4/8	Teradyne Training Facility CONUS Only	As negotiated	\$2,847.00
Training, LASAR Programming at Teradyne Site 553-222-75	5 Days	An understanding of digital logic. The class example uses a combination of SSI/MSI TTL logic, and students should feel comfortable analyzing the function of a schematic containing parts of this complexity.	4/8	Teradyne Training Facility CONUS Only	As negotiated	\$2,847.00
M9-Series Programming Introduction 553-303-30	3 Days	Experience with programming in general (familiarity with C is helpful).	4/8	Teradyne Training Facility CONUS Only	As negotiated	\$1,629.00
M9-Series Diagnostics Course 553-303-32	2 Days	Experience with programming in general (familiarity with C is helpful). Must have already taken the M9-Series Programming Introduction Course.	4/8	Teradyne Training Facility CONUS Only	As negotiated	\$1,086.00
M9-Series Advanced Programming 553-303-44	2 Days	Experience with programming in general (familiarity with C is required). Must have already taken the M9-Series Programming Introduction Course.	4/8	Teradyne Training Facility CONUS Only	As negotiated	\$1,086.00
One Day On-Site Training Class for Teradyne SPECTRUM Test System products. 553-303-91	1 Day	Course will consist of an 8-hour on-site class for standard Teradyne SPECTRUM S9 products. Price is per class, not per student. The class will cover areas of concern and is customized based on the customer's requirements for specific portions of the Spectrum series test systems. The training material that each student will receive consists of all slides and overhead material as well as lab exercise material and appropriate documentation.	4/8	Customer Site CONUS Only	As negotiated	\$2,716.00

*GSA Price Includes GSA 0.75% Funding Fee

28 March 2007

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

1. SCOPE

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

- 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 in accordance with this clause.
- 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

The Inspection of Services-Fixed Price (AUG 1996) (Deviation - May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation - May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour 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 (Deviation - May 2003) 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 Services.

9. INDEPENDENT CONTRACTOR

All IT 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 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract.

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 SERVICES AND PRICING

Commercial Job Title: Design Engineer

Minimum/General Experience: A minimum of 8 years experience performing similar functional responsibilities.

Functional Responsibilities: Experienced Design Engineer works as part of a cross-functional design team in the development of products related to Teradyne's functional test systems, instrumentation, and test development software. Experienced with the latest tools, design methodologies, and industry standards as appropriate for a given discipline (software, hardware, or mechanical).

Commercial Job Title:	Program Manager
Minimum/General Experience	A minimum of 8 years experience performing similar functional responsibilities.
Functional Responsibilities	The Program manager will manage one or more programs for ATD's mil-aero S9100 functional test platform. The Program Manager will be responsible for the cost, schedule and technical performance of multiple programs or subsystems of major programs from inception through completion. The Program Manager may also manage other program managers.

Commercial Job Title:	Field Applications Engineer
Minimum/General Experience	A minimum of 8 years experience performing similar functional responsibilities.
Functional Responsibilities	Applications assistance for on-site applications for system operation, program creation and debugging. The Field Applications Engineer assists with all stages of the test process including evaluation of a new or existing test process and operation, consultation on test techniques and applications of new test equipment methods.

Commercial Job Title:	Field Service Engineer
Minimum/General Experience	Diploma or degree in Electronic Engineering or Computer Science. Experience in ATE experience. Experience in field service is preferred. Good problem solving skills and good interpersonal skills.
Functional Responsibilities	Creates and implements support plan for customer in conjunction with cross functional groups and customer maintenance team with objectives of reducing equipment downtime and maintenance cost. Perform system installation, PM, calibration, retrofit, training, trouble shooting etc. Escalates service problem and take ownership of problem until it is resolved.

Special Item Number 132-51: Professional Services

LC#	Part Number	Title	* June 2006- June 2007 Rates
IT001	NRE-000-21	Program Manager	\$227/Hour
IT002	NRE-000-22	Design Engineer	\$227/Hour
IT003	777-ONS-VO	Field Service Engineer	\$227/Hour
IT004	777-345-42	Field Application Engineer	\$227/Hour

***GSA Price Includes GSA 0.75% Funding Fee**

28 March2007

**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

Beverly Allen
Commodity Group Manager
Supply Line Management
Teradyne, Inc.

Telephone: (978)370-3010
FAX: (978)370-2165

(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 of 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.

Appendix 1

TERADYNE, INC. WARRANTY

Warranty at FAR 52.212-4, sub-clause (o), is tailored to read as follows:

(o) Warranty:

Product

Contractor warrants for one (1) year that the Product manufactured by Contractor will be free of defects in workmanship and materials and will substantially conform to Contractor's Product specifications (the "Product Warranty"). The Product Warranty period begins on the date of delivery (or signing of a DD-250, if applicable) of the Product. During the warranty period, Contractor, at no charge to the Government, will service, adjust, or replace any non-conforming part(s) returned under this Product Warranty. For integrated test systems installed by Contractor, on-site repair, limited to servicing, adjusting, or replacing part(s), will be performed for a period of ninety (90) days after commencement of the warranty at no additional cost to the Government. Contractor warrants, for ninety (90) days, that Contractor application interfaces will substantially conform to Contractor's Product specifications. Contractor's options and sub-systems will be covered by the remaining original warranty as the system to which they are attached, or for ninety (90) days after delivery (or signing of a DD-250, if applicable), whichever is longer. This Product Warranty applies only to normal use of the Product and shall be void if Contractor determines that defects or non-conformities of the Product were caused by the Government's negligence, misuse, or accident; or by unauthorized repair, alteration or installation of the Product. This Product Warranty does not extend to consumable items such as filters or fuses, nor to mechanical parts of the Product failing from normal wear and tear. The Government's sole remedy and Contractor's exclusive liability for claims against Contractor shall be the repair or replacement of the defective or non-conforming Product and parts, or, if repair or replacement cannot be accomplished, Contractor will refund to the Government amounts paid for the Product. Some newly manufactured Contractor Products may contain remanufactured parts that are equivalent-to-new in performance.

Services

Contractor warrants that the service will be performed in a good and workmanlike manner. Customer's sole remedy for claims and Contractor's sole liability under this Services warranty is for Contractor to re-perform the applicable service in conformity with this warranty. Contractor warrants that new parts ordered, if any, will be free from defects in workmanship and materials for a period of ninety (90) days after delivery of the same. This warranty applies only to normal use of the parts and shall be void if Contractor determines that defects or non-conformities of the parts were caused by the Customer's negligence, misuse, or accident; or by unauthorized repair, alteration or installation of the parts or the system. Customer's sole remedy and Contractor's exclusive liability for claims of part defect against Contractor shall be the repair or replacement of the defective or non-conforming part.

Warranty Applicability

THE WARRANTIES SET FORTH IN THIS SUB-CLAUSE (O) CONSTITUTE THE ONLY REPRESENTATIONS OR WARRANTIES MADE BY CONTRACTOR WITH RESPECT TO ANY PRODUCT OR SERVICE SUPPLIED BY CONTRACTOR. CONTRACTOR MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

Appendix 2

TERADYNE, INC. LIMITATION OF LIABILITY

Limitation of Liability at FAR 52.212-4, sub-clause (p), is tailored to read as follows:

(p) Limitation of Liability and Remedies:

- (1) In no event will the Contractor be liable for special, incidental, indirect, consequential, exemplary or multiple damages or for downtime costs, loss of data, restoration costs, lost profits, regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages.
- (2) The remedies in these terms and conditions are the Government's sole and exclusive remedies.

Appendix 3

TERADYNE, INC. PATENT INDEMNITY

Patent Indemnity at FAR 52.212-4, sub-clause (h), is tailored to read as follows:

(h) Patent Indemnity:

(1) Contractor will defend or settle any claim against the Government that products infringe an intellectual property right in the country where the products are initially delivered, provided that the Government promptly notifies Contractor in writing, assists in the investigation or defense of the claim and allows Contractor to control the defense and settlement of such claim.

(2) In the event of an infringement claim under section (1) above Contractor will pay infringement claim defense costs, settlement amounts and court awarded damages. If such a claim appears likely or is made, Contractor may, at its option, modify the product, procure any necessary license, or replace it with a non-infringing, functionally equivalent product. If Contractor determines none of these alternatives is reasonably available, Contractor will refund the purchase price upon product return.

Appendix 4

Product Pricing and Descriptions



**GSA Group 70
Price List**

28 March 2007

Contract Number

GS-35F-0712

SINs 132-8, -33, and -34

Appendix 4
Product Pricing and Descriptions

SPECIAL ITEM NUMBER: 132-8 Information Technology Equipment				
Part Number	Product Manufacturer	Description	*GSA Price	Warranty
SPECTRUM VXI Systems				
S9-100-1E	Teradyne Inc.	Spectrum 9105 Foundation Test System. Price includes shipping for the 1 bay foundation system shipped to a location in the U. S. Eastern time zone.	\$72,299.00	1 Year
S9-100-1C	Teradyne Inc.	Spectrum 9105 Foundation Test System. Price includes shipping for the 1 bay foundations system to a location in the U. S. Central time zone.	\$72,701.00	1 Year
S9-100-1P	Teradyne Inc.	Spectrum 9105 Foundation Test System. Price includes shipping for the 1 bay foundations system shipped to a location in the U. S. Pacific time zone.	\$73,371.00	1 Year
S9-100-2E	Teradyne Inc.	Spectrum 9105 Foundation Test System. Price includes shipping for the 2 bay foundation system plus one additional bay shipped to a location in the U. S. Eastern time zone. (See the M-998-00 Expansion Frame pricing for cost of additional bays.)	\$72,400.00	1 Year
S9-100-2C	Teradyne Inc.	Spectrum 9105 Foundation Test System. Price includes shipping for the 2 bay foundation system plus one additional bay shipped to a location in the U. S. Central time zone. (See the M-998-00 Expansion Frame pricing for cost of additional bays.)	\$72,768.00	1 Year
S9-100-2P	Teradyne Inc.	Spectrum 9105 Foundation Test System. Price includes shipping for the 2 bay foundation system plus one additional bay shipped to a location in the U. S. Pacific time zone. (See the M-998-00 Expansion Frame pricing for cost of additional bays.)	\$73,773.00	1 Year
S9-100-3E	Teradyne Inc.	Spectrum 9105 Foundation Test System. Price includes shipping for the 3 bay foundation system plus two additional bays shipped to a location in the U. S. Eastern time zone. (See the M-998-00 Expansion Frame pricing for cost of additional bays.)	\$72,567.00	1 Year
S9-100-3C	Teradyne Inc.	Spectrum 9105 Foundation Test System. Price includes shipping for the 3 bay foundation system plus two additional bays shipped to a location in the U. S. Central time zone. (See the M-998-00 Expansion Frame pricing for cost of additional bays.)	\$73,371.00	1 Year
S9-100-3P	Teradyne Inc.	Spectrum 9105 Foundation Test System. Price includes shipping for the 3 bay foundation system plus two additional bays shipped to a location in the U. S. Pacific time zone. (See the M-998-00 Expansion Frame pricing for cost of additional bays.)	\$74,577.00	1 Year
S9-100-72E	Teradyne, Inc	Spectrum Airborne Communications test System. Price includes shipping for this 1-bay systems shipped to a location in the U. S. Eastern time zone.	\$607,500.00	1 Year
S9-100-72C	Teradyne, Inc.	Spectrum Airborne Communications test System. Price includes shipping for this 1-bay systems shipped to a location in the U. S. Central time zone.	\$607,919.00	1 Year

*GSA Price Includes GSA 0.75% Funding Fee

28 March 2007

Appendix 4
Product Pricing and Descriptions

SPECIAL ITEM NUMBER: 132-8 Information Technology Equipment				
Part Number	Product Manufacturer	Description	*GSA Price	Warranty
SPECTRUM VXI Systems				
S9-100-72P	Teradyne, Inc.	Spectrum Airborne Communications test System. Price includes shipping for this 1-bay systems shipped to a location in the U. S. Pacific time zone.	\$608,564.00	1 Year
S9-100-77E	Teradyne, Inc.	Spectrum shop Replaceable Assembly (SRA) test system. Price includes shipping for this 2-bay system shipped to a location in the U. S. Eastern time zone.	\$969,390.00	1 Year
S9-100-77C	Teradyne, Inc.	Spectrum shop Replaceable Assembly (SRA) test system. Price includes shipping for this 2-bay system shipped to a location in the U. S. Central time zone.	\$969,955.00	1 Year
S9-100-77P	Teradyne, Inc.	Spectrum shop Replaceable Assembly (SRA) test system. Price includes shipping for this 2-bay system shipped to a location in the U. S. Pacific time zone.	\$970,953.00	1 Year
S9-100-79E	Teradyne, Inc.	Spectrum Replacement MATE 390 test system. Price includes shipping for this 1-bay system shipped to a location in the U. S. Eastern time zone.	\$561,520.00	1 Year
S9-100-79C	Teradyne, Inc.	Spectrum Replacement MATE 390 test system. Price includes shipping for this 1-bay system shipped to a location in the U. S. Central time zone.	\$561,919.00	1 Year
S9-100-79P	Teradyne, inc.	Spectrum Replacement MATE 390 test system. Price includes shipping for this 1-bay system shipped to a location in the U. S. Pacific time zone.	\$562,584.00	1 Year
S9-500-3E	Teradyne, Inc.	Spectrum 9150 C17 Automatic Test Equipment, CATE I-Level configuration, 3-bay test system. Price includes shipping to a location in the U. S. Eastern time zone.	\$1,508,907.00	1 Year
S9-500-3C	Teradyne, Inc.	Spectrum 9150 C17 Automatic Test Equipment, CATE I-Level configuration, 3-bay test system. Price includes shipping to a location in the U. S. Central time zone	\$1,509,711.00	1 Year
S9-500-3P	Teradyne, Inc.	Spectrum 9150 C17 Automatic Test Equipment, CATE I-Level configuration, 3-bay test system. Price includes shipping to a location in the U. S. Pacific time zone	\$1,510,917.00	1 Year
CU-707-01E	Teradyne, Inc.	SPECTRUM 9100 2-Bay Mechanical Core System. The Mechanical Core System is a SPECTRUM 9100 Test Station Foundation without the software and integration services provided with a standard SPECTRUM 9100 system. Price includes shipping for the 2 -bay foundation system shipped to a location in the U. S. Eastern time zone.	\$70,645.00	1 Year

GSA Price Includes GSA 0.75% Funding Fee

28 March 2007

Appendix 4
Product Pricing and Descriptions

SPECIAL ITEM NUMBER: 132-8 Information Technology Equipment				
Part Number	Product Manufacturer	Description	*GSA Price	Warranty
SPECTRUM VXI Systems				
CU-707-01C	Teradyne, Inc.	SPECTRUM 9100 2-Bay Mechanical Core System. The Mechanical Core System is a SPECTRUM 9100 Test Station Foundation without the software and integration services provided with a standard SPECTRUM 9100 system. Price includes shipping for the 2 -bay foundation system shipped to a location in the U. S. Central time zone.	\$71,210.00	1 Year
CU-707-01P	Teradyne, Inc.	SPECTRUM 9100 2-Bay Mechanical Core System. The Mechanical Core System is a SPECTRUM 9100 Test Station Foundation without the software and integration services provided with a standard SPECTRUM 9100 system. Price includes shipping for the 2 -bay foundation system shipped to a location in the U. S. Pacific time zone.	\$72,008.00	1 Year
CU-707-03E	Teradyne, Inc.	SPECTRUM 9100 2-Bay Tethered Expansion Cart. The Tethered Expansion Cart is designed to work with the Teradyne CU-707-01 Mechanical Core System. Price includes shipping for the 2 -bay foundation system shipped to a location in the U. S. Eastern time zone.	\$62,521.00	1 Year
CU-707-03C	Teradyne, Inc.	SPECTRUM 9100 2-Bay Tethered Expansion Cart. The Tethered Expansion Cart is designed to work with the Teradyne CU-707-01 Mechanical Core System. Price includes shipping for the 2 -bay foundation system shipped to a location in the U. S. Central time zone.	\$63,086.00	1 Year
CU-707-03P	Teradyne, Inc.	SPECTRUM 9100 2-Bay Tethered Expansion Cart. The Tethered Expansion Cart is designed to work with the Teradyne CU-707-01 Mechanical Core System. Price includes shipping for the 2 -bay foundation system shipped to a location in the U. S. Pacific time zone.	\$63,884.00	1 Year
SPECTRUM 9100 Core System Options:				
M-208-04	Teradyne Inc.	10 KVA PDU - 208V 3-Phase Input Voltage	\$14,930.00	1 Year
M-240-04	Teradyne Inc.	10 KVA PDU - 240V 3-Phase Input Voltage	\$14,930.00	1 Year
M-380-04	Teradyne Inc.	10 KVA PDU - 380V 3-Phase Input Voltage	\$14,930.00	1 Year
M-415-04	Teradyne, Inc.	10 KVA PDU - 415V 3-Phase Input Voltage	\$14,930.00	1 Year
M-480-04	Teradyne Inc.	10 KVA PDU - 480V 3-Phase Input Voltage	\$14,930.00	1 Year
M-208-05	Teradyne Inc.	20 KVA PDU - 208V 3-Phase Input Voltage	\$20,062.00	1 Year
M-240-05	Teradyne Inc.	20 KVA PDU - 240V 3-Phase Input Voltage	\$20,062.00	1 Year
M-380-05	Teradyne Inc.	20 KVA PDU - 380V 3-Phase Input Voltage	\$20,062.00	1 Year
M-415-05	Teradyne Inc.	20 KVA PDU - 415V 3-Phase Input Voltage	\$20,062.00	1 Year
M-480-05	Teradyne Inc.	20 KVA PDU - 480V 3-Phase Input Voltage	\$20,062.00	1 Year
M-998-00	Teradyne Inc.	Spectrum 9100 Expansion Frame	\$13,203.00	1 Year
VXI Chassis:				
M-702-02	Teradyne Inc.	Additional 13-slot C-size VXI Card Cage (Racal 1261B) for expansion	\$14,930.00	1 Year
MM-256-00	Teradyne Inc.	Flex Flat Panel Display w/Swing Arm	\$6,403.00	1 Year
MM-290-00	Teradyne Inc.	CPU Cart	\$3,047.00	1 Year
M-999-01	Teradyne Inc.	Spectrum C-17 CATE Pneumatic Cart	\$68,640.00	1 Year
M-991-95	Teradyne, Inc.	Spectrum 9100- Series Printer Tray	\$2,698.00	1 Year

*GSA Price Includes GSA 0.75% Funding Fee

Appendix 4
Product Pricing and Description

SPECIAL ITEM NUMBER: 132-8 Information Technology Equipment				
Part Number	Product Manufacturer	Description	*GSA Price	Warranty
User Power Subsystem				
M-991-10	Teradyne Inc.	0-8V 16A Power supply Module (HP 66101A), with Open/Close and Polarity Reversal Relays	\$3,468.00	1 Year
M-991-11	Teradyne Inc.	0-20V 7.5A Power supply Module (HP 66102A), with Open/Close and Polarity Reversal Relays	\$3,468.00	1 Year
M-991-12	Teradyne Inc.	0-35V 4.5A Power supply Module (HP 66103A), with Open/Close and Polarity Reversal Relays	\$3,468.00	1 Year
M-991-13	Teradyne Inc.	0-60V 2.5A Power supply Module (HP 66104A), with Open/Close and Polarity Reversal Relays	\$3,468.00	1 Year
M-991-14	Teradyne, Inc	0-120V 1.25A Power supply Module (HP 66105A), with Open/Close and Polarity Reversal Relays	\$3,468.00	1 Year
M-991-15	Teradyne Inc.	0-200V 0.75A Power supply Module (HP 66106A), with Open/Close and Polarity Reversal Relays	\$3,468.00	1 Year
Instrumentation Options:				
M-991-90	Teradyne Inc.	Integrated User Power Mainframe (No Receiver Integration)	\$5,078.00	1 Year
Standard OEM Instrumentation (No Receiver Integration):				
M-991-31	Teradyne Inc.	Digital Multimeter (HP 1412A), including VXI software driver and self test software (1 VXI slot) (No Receiver Integration)	\$3,075.00	1 Year
M-991-30	Teradyne Inc.	Timer Counter (HP 1420B), including VXI software driver and self test software (1 VXI slot) (No Receiver Integration)	\$5,310.00	1 Year
M-991-32	Teradyne, Inc.	Arbitrary Waveform Generator (Racal 3152), including VXI Software driver and self test software (1 VXI slot) (No Receiver Integration).	\$7,544.00	1 Year
User Power Subsystem (VPC Receiver Integration)				
M-991-92	Teradyne Inc.	Integrated User power mainframe; VPC Receiver Integration	\$6,256.00	1 Year
Digital Subsystem (VPC Receiver Integration)				
M-918-51	Teradyne Inc.	Central Resource Board (CRB) VPC Receiver Integration	\$17,265.00	1 Year
M-917-51	Teradyne Inc.	M917: 64 channel 25 MHz Channel Card. VPC Receiver Integration	\$40,116.00	1 Year
M-920-80	Teradyne, Inc.	Integrated Digital Subsystem with 50 MHz & 20 MHz Instruments	\$338,165.00	1 Year
M-925-51	Teradyne Inc.	M-925: 48 channel 25MHz Channel Card VPC Receiver Integration	\$44,180.00	1 Year

*GSA Price Includes GSA 0.75% Funding Fee

28 March 2007

Appendix 4
Product Pricing and Descriptions

SPECIAL ITEM NUMBER: 132-8 Information Technology Equipment				
Part Number	Product Manufacturer	Description	*GSA Price	Warranty
Digital Subsystem (VPC Receiver Integration)				
M-927-51	Teradyne Inc.	M927: 48 channel 50 MHz Channel Card. VPC Receiver Integration	\$52,811.00	1 Year
Standard OEM Instrumentation (VPC Receiver Integration):				
M-991-44	Teradyne Inc.	Digital Multimeter (HP 1412A), including VXI software driver and self test software (1 VXI slot) VPC Receiver Integration	\$4,603.00	1 Year
M-991-36	Teradyne Inc.	Timer Counter (HP 1420B), including VXI software driver and self test software (1 VXI slot) VPC Receiver Integration	\$6,841.00	1 Year
M-991-47	Teradyne Inc.	Arbitrary Waveform Generator (Racal 3152), including VXI software driver and self test software (1 VXI slot) VPC Receiver Integration	\$9,076.00	1 Year
CROSS-POINT MATRIX INTEGRATION				
Standard OEM Instrumentation (Cross-Point Matrix Integration):				
M-991-46	Teradyne Inc.	Digital Multimeter (HP 1412A), with VXI driver SW and self test SW (1 VXI slot) (Cross-Point Matrix Integration)	\$3,965.00	1 Year
M-991-38	Teradyne, Inc.	Timer Counter (HP 1412A), Including VXI SW driver and self test SW (1 VXI slot) (Cross-Point Matrix Integration)	\$5,756.00	1 Year
M-991-49	Teradyne Inc.	Arbitrary Waveform Generator (Racal 3152), including VXI software driver and self test software (1 VXI slot) (Cross-Point Matrix Integration)	\$8,097.00	1 Year
Cross-Point Switch Matrix:				
M-903-00	Teradyne Inc.	Cross Point Matrix Chassis, VXI Control Board, Control and Power Cables, VXI software driver and TestStudio Leaflet	\$16,153.00	1 Year
M-903-01	Teradyne Inc.	Port (Input) Module	\$8,125.00	1 Year
M-903-04	Teradyne Inc.	Channel (Output) Module	\$11,065.00	1 Year
VXI Instruments				
Ai-705-00	Teradyne Inc.	Analog Instrument, 8 Channels, 1MHz, 12Bits	\$23,116.00	1 Year
Ai-710-00	Teradyne Inc.	Analog Instrument, 32 Channels, 1MHz, 12Bits	\$34,125.00	1 Year
Ai-710-51	Teradyne, Inc.	32 Channel Parallel Analog Instrument with Virginia Panel Interface	\$36,563.00	1 Year
Bi-410-00	Teradyne Inc.	4 Module Bus Test Instrument	\$46,389.00	1 Year
Bi-410-51	Teradyne Inc.	4 Module Bus Test Instrument with VPC Integration	\$48,465.00	1 Year
Bi-410-54	Teradyne, Inc.	2 Module Bus Test Instrument with VPC Integration	\$30,469.00	1 Year

*GSA Price Includes GSA 0.75% Funding Fee

28 March 2007

Appendix 4
Product Pricing and Descriptions

SPECIAL ITEM NUMBER: 132-8 Information Technology Equipment				
Part Number	Product Manufacturer	Description	*GSA Price	Warranty
VXI Instruments				
CU-707-06	Teradyne, Inc.	Bi-410-2 Module Bus Test Instrument with cable interface Board and ICA cable for VPC interface	\$35,164.00	1 Year
Di-050-02	Teradyne, Inc.	Di-Series 50 MHZ, 64 Channel Modular digital Test Inst.	\$77,380.00	1 Year
Di-050-62	Teradyne, Inc.	Di-Series 50 MHZ 32 Channel IFTE Card	\$52,232.00	1 Year
M-910-04	Teradyne Inc.	25 MHZ C-Size VXI Digital Test Instrument, CE	\$45,900.00	1 Year
M-917-04	Teradyne Inc.	25 MHZ 64 Channel Channel Card CE	\$36,391.00	1 Year
M-918-04	Teradyne Inc.	C Size Central Resource Board with 128K RAM, CE	\$12,796.00	1 Year
M-920-04	Teradyne Inc.	50 MHZ C-Size VXI Digital Test Instrument, CE	\$58,632.00	1 Year
M-920-25	Teradyne Inc.	25 MHZ C-Size VXI Digital Test Instrument, VVR	\$51,165.00	1 Year
M-927-04	Teradyne Inc.	50MHz C Size Channel Channel Card, CE	\$51,165.00	1 Year
M-930-00	Teradyne Inc.	Diagnostic Probe and Interface Board (Panel Mount)	\$1,064.00	1 Year
M-930-02	Teradyne Inc.	Diagnostic Probe and Interface Board (Flush Mount)	\$1,064.00	1 Year
M-950-01	Teradyne Inc.	M9-Series Central Resource Board Funnel Adapter	\$3618.00	1 Year
M-950-02	Teradyne Inc.	M9-Series 64 Channel Funnel Adapter	\$3,564.00	1 Year
M-950-03	Teradyne Inc.	M9-Series 48 Channel Funnel Adapter	\$3,564.00	1 Year
M-967-01	Teradyne Inc.	25 MHZ 16 Channel Channel Card	\$22,300.00	1 Year
Other Options				
CU-433-83	Teradyne Inc.	Spectrum Consumables	\$12,575.00	1 Year
CU-433-84	Teradyne Inc.	Spectrum Field Service Tool Kit	\$15,840.00	1 Year
540-500-20	Teradyne Inc.	Hardcopy Documentation for SPECTRUM 91XX Test Systems	\$1,615.00	1 Year
M-993-10	Teradyne Inc.	SPECTRUM Off-Line Program Station License (1 seat)	\$14,508.00	1 Year
M-993-31	Teradyne Inc.	Labview Full Development System	\$3,352.00	1 Year
M-993-32	Teradyne Inc.	Labwindows CVI full development system	\$3,352.00	1 Year
VS-113-10	Teradyne Inc.	VICTORY Boundary Scan Intelligent diagnostics on a PC	\$7,254.00	1 Year
Other Options				
VS-115-20	Teradyne Inc.	VICTORY Boundary Scan Intelligent diagnostics for OVMS	\$19,345.00	1 Year
PS-042-00	Teradyne Inc.	Test Program Set (TPS) Converter Studio Site License	\$47,394.00	1 Year
PS-000-00	Teradyne Inc.	M9-Series VXI PLUG & PLAY Driver License	\$2,539.00	1 Year
PS-033-00	Teradyne Inc.	M9-Series diagnostic Software	\$10,156.00	1 Year

*GSA Price Includes GSA 0.75% Funding Fee

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Appendix 4
Product Pricing and Descriptions

SPECIAL ITEM NUMBER: 132-34 Software Maintenance				
Part Number	Product Manufacturer	Description	*GSA Price	Warranty
777-836-10	Teradyne Inc.	Software Support Agreement for TPS Converter Studio	\$4,836.00	90 Days
777-827-10	Teradyne, Inc.	Software Support Agreement for SPECTRUM Off Line Programming	\$4,836.00	90 Days
777-831-10	Teradyne Inc.	Software Support Agreement for M-9 Series Test Instruments	\$1,693.00	90 Days
777-829-10	Teradyne Inc.	Software Support Agreement for Ai-7 Series Test Instruments	\$1,693.00	90 Days
777-835-21	Teradyne Inc.	Applications Support Agreement for Single User LASAR License	\$4,836.00	90 Days
777-835-22	Teradyne Inc.	Applications Support Agreement for Multi-User LASAR License	\$11,607.00	90 Days

*GSA Price Includes GSA 0.75% Funding Fee

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