

# DSS Corporation

Expect Excellence

TERMS & CONDITIONS / PRICE SCHEDULE

Contract Number: **GS-35F-079DA**

## DICTATION SALES & SERVICE CORPORATION **DSS CORPORATION**

18311 W. TEN MILE ROAD

SOUTHFIELD, MI 48075

[www.dispatchimprovement.com](http://www.dispatchimprovement.com)

**FAX: 248-569-6567**

**Office: 248-569-6440**

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

***DSS Corporation designs and manufactures communication logging systems for Public Safety, First Responders and Contact Centers. DSS provides Next Generation 911 (NG9-1-1) Event Logging and Media Capture in addition to speech analytics, screen capture and Learning on Demand Dispatch Improvement courses.***

***DSS provides the following SIN items:***

- Special Item No. 132-8 Purchase of New Equipment
- Special Item No. 132-12 Equipment Maintenance
- Special Item No. 132-33 Perpetual Software Licenses
- Special Item No. 132-50 Training Courses

## Table of Contents

<b>Special Item Number (SIN) Listing .....</b>	<b>3</b>
<b>DSS Corp. GSA Price List .....</b>	<b>5</b>
<b>Information for Ordering Activities .....</b>	<b>6</b>
<b>Terms and Conditions for Offered SIN's .....</b>	<b>13</b>
<b>DSS Warranty Statement .....</b>	<b>14</b>
<b>Small Business Participation .....</b>	<b>30</b>
<b>Blanket Ordering Agreement Samples .....</b>	<b>31</b>

## SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

### FSC CLASS 7010 - SYSTEM CONFIGURATION

Professional Workstations  
Servers  
Other Systems Configuration Equipment, Not Elsewhere Classified

### FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Network Equipment  
Other Communications Equipment  
Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage Other  
Input/Output and Storage Devices, Not Elsewhere Classified

## SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

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

### ***Dictation Sales and Services. also provides the following services for its equipment:***

- Maintenance
- Repair Service
- Repair Parts/Spare Parts

## SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

### FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Microcomputers  
Next Generation 911 Public Safety Event and Media Logging Servers  
Communication Logging Servers  
Application Software  
Data Integration Software - Location, ANI/ALI NG9-1-1  
Utility Software - User Interface Reports Playback  
Communications Software

## SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012) Call

Taker and Public Safety Dispatcher Improvement Certified Courses

## Dictation Sales and Services 18311

W. 10 Mile Road

Southfield, MI 48075

248-569-6440

<http://www.equature.com/learning-on-demand/>

Contract Number: GS-35F-079DA

Period Covered by Contract: Dec. 4, 2015 - Dec 7, 2020

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #A491, dated March 25, 2016.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

### **DSS Corporation Profile:**

DSS Corporation manufactures the Equature and DI Reliant line of Digital Logging Recorder Systems. Primarily designed for the Public Safety, first responder and security activities, DSS digital logging systems capture all designated communications and data required by these various agencies and organizations. The Equature DLR, our flagship product, records active SIPREC, NG9-1-1 Media Capture and NG9-1-1 Event Logging, as well as active VoIP. DSS has participated in every NENA NG9-1-1 industry collaboration event. The Equature and Reliant are capable of recording TDM, proprietary digital, VoIP Line Signaling activation and captures, D-Channel events as well as customizable data capture and statistical analysis reporting. Fully NG9-1-1 compliant and ready, the Equature can be configured as a standalone NG9-1-1 Events Logger or act both as the SIPrec media capture and Even Logger in a single chassis. The systems come standard with RAID-1, hot-swap power supplies, SQL based redundancies, as well as are SAN/NAS capable utilizing DSS Cluster Capture technologies. The DSS line of DLR's are known for their web based ease of use User Interface. The ease of use of locating multi-media calls, which include video streaming, screen captures, digital and VoIP metadata along with the standard channel, time and date search data. The DSS line of DLR's are easily and centrally administered from a policy driven, hierarchical user assignment.

DSS Corporation is a privately held, US owned, communications logging and recording manufacturer headquartered in Southfield, MI. We bring over two decades of expertise and experience in the Public Safety sector. We are a leader in both the technological development and NENA committee participation in the NG9-1-1 field. Demonstrating our consistent commitment and leadership, we have enclosed a letter of appreciation and certificate of appreciation from NENA for our Chief Technology Officer, Michael Smith, contributions as the Co-chair of the Agency Systems Committee and member of the i3 Steering Committee. Additionally, DSS Corporation has successfully participated in every ICE event from their onset.

## Dictation Sales and Service GSA Price List

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
132 33	DSS Corp.	EQTR001	Voice Licenses	Each	\$297.91
132 33	DSS Corp.	EQV001	VoIP Licenses	Each	\$466.38
132 8	DSS Corp.	EQLDA24	24 Port analog card	Each	\$4,247.05
132 8	DSS Corp.	EQLDA16	16 Port Analog card	Each	\$3,307.20
132 8	DSS Corp.	EQLDA8	8 Port Analog card	Each	\$1,968.36
132 8	DSS Corp.	EQLDA4	4 Port Analog card	Each	\$959.36
132 8	DSS Corp.	EQNGX24	24 Port Digital card	Each	\$5,506.10
132 8	DSS Corp.	EQNGX16	16 Port Digital card	Each	\$3,966.87
132 8	DSS Corp.	EQNGX8	8 Port Digital card	Each	\$2,917.08
132 8	DSS Corp.	EQAIS4U	4U Server Chassis	Each	\$5,311.03
132 8	DSS Corp.	EQSE3U	3U Server Chassis	Each	\$10,196.47
132 33	DSS Corp.	EQSPSRV1	Speech Server	Each	\$3,723.93
132 33	DSS Corp.	EQSP001	Speech Client	Each	\$372.39
132 33	DSS Corp.	EQANI	ANI/ALI Data	Each	\$2,792.95
132 33	DSS Corp.	EQSC001	Screen Capture Service	Each	\$223.44
132 33	DSS Corp.	EQSV001	QA Module	Each	\$111.72
132 8	DSS Corp.	EQCC	Contact Closure	Each	\$797.98
132 33	DSS Corp.	EQSQL	MS SQL Server 2012 or >	Each	\$2,704.28
132 33	DSS Corp.	EQOTAD	Radio OTA	Each	\$2,792.95
132 33	DSS Corp.	EQOTA1	OTA Receivers	Each	\$1,024.97
132 33	DSS Corp.	EQMCCSRV	Moto SVR (incl 75 TG)	Each	\$88,664.99
132 33	DSS Corp.	EQMCCSRV2	EQ License for Moto	Each	\$23,052.90
132 33	DSS Corp.	EQMCCD001	Moto TG License (<75)	Each	\$531.99
132 33	DSS Corp.	EQFS001	Free Seating	Each	\$223.44
132 33	DSS Corp.	EQASIPEL	Active SIP Enterprise License	Each	\$975.31
132 33	DSS Corp.	EQATIA	Motorola Flexible ATIA Trunked Radio Integration	Each	\$3,236.27
132 33	DSS Corp.	EQISSI	ISSI/CSSI IP Radio Integration	Each	\$18,619.65
132 33	DSS Corp.	EQRM1	EQ Remote Access Secure Proactive Monitoring	Each	\$372.39
132 8	DSS Corp.	EQEXT2TB	External 2 Terabyte USB SQL Enabled Archive Drive	Each	\$664.99
132 8	DSS Corp.	EXTR12TB	External 2 Terabyte RAID-1 USB SQL Enabled Archive Drive	Each	\$1,329.97
132 8	DSS Corp.	CS5RELIANTII	CS5-DSS Reliant II 4U Server Chassis - Win 7 Em	Each	\$10,409.27
132 8	DSS Corp.	CS7RELIANTII	CS7-DSS Reliant II 5U Server Chassis - Win 7 Em	Each	\$12,812.09
132 33	DSS Corp.	EQWSRVR	Windows Server OS Upgrade	Each	\$1,551.64
132 33	DSS Corp.	EQBTIP	Bosch Telex IP Radio Integration	Each	\$8,866.50
132 33	DSS Corp.	EQEFJIP	EF Johnson IP Radio Integration	Each	\$8,866.50
132 12	DSS Corp.	Cust Spt - NOC	DSS Customer Phone Support - NOC Access	Hourly	\$181.36
132 50	DSS Corp.	LOD Course	Elite Continuous Training	4 Hrs.	\$221.66
132 50	DSS Corp.	LOD Course	Advanced Law Enforcement	16 Hrs.	\$443.32
132 50	DSS Corp.	LOD Course	Fire Communications	16 Hrs.	\$443.32
132 50	DSS Corp.	LOD Course	Communications Training Officer (CTO)	16 Hrs.	\$443.32
132 50	DSS Corp.	LOD Course	Breeding Success	8 Hrs.	\$221.66
132 50	DSS Corp.	LOD Course	Customer Service (Training Course)	8 Hrs.	\$221.66
132 50	DSS Corp.	LOD Course	Critical Incident - Stress	8 Hrs.	\$221.66
132 50	DSS Corp.	LOD Course	Critical Incidents - Total Disaster Response	8 Hrs.	\$221.66
132 50	DSS Corp.	LOD Course	Crimes in Progress	8 Hrs.	\$221.66
132 50	DSS Corp.	LOD Course	Hostage Negotiation	8 Hrs.	\$221.66
132 50	DSS Corp.	LOD Course	Active Shooter	8 Hrs.	\$221.66
132 50	DSS Corp.	LOD Course	Communications Center Liability	8 Hrs.	\$221.66
132 50	DSS Corp.	LOD Course	Stress; It's All in Your Head	8 Hrs.	\$221.66
132 50	DSS Corp.	LOD Course	Domestic Violence	8 Hrs.	\$221.66
132 50	DSS Corp.	LOD Course	Suicide Intervention	8 Hrs.	\$221.66

## **NOTE: DSS Corp. systems are not “self-installable.”**

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

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

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage! and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

#### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

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

Offerors are requested to check one of the following boxes:

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

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

##### ***Corporation 18311 W. 10 Mile Road, Southfield, MI 48075***

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

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

**Main Office: 248-569-6440    Alternative: 858-768-2183**

**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 Contract

Block 16: Data Universal Numbering System (DUNS) Number: 06-188-8541

Block 30: Type of Contractor: B.    Other Small Business

- A.        Small Disadvantaged Business
- B.        Other Small Business
- C.        Large Business
- G.        Other Nonprofit Organization
- L.        Foreign Contractor

Block 31: Woman-Owned Small Business – No    **\*\*Yes or No\*\***

Block 37: Contractor's Taxpayer Identification Number (TIN): 382110008

Block 40: Veteran Owned Small Business (VOSB): \_\_\_\_\_

**\*\*Copy the applicable letter and corresponding language from the following list\*\***

- A:        Service Disabled Veteran Owned Small Business
- B:        Other Veteran Owned Small Business

4a.        CAGE Code: 1Q5N2

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

**5.        FOB DESTINATION**

**6.        DELIVERY SCHEDULE**

a.        TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	28 Days
132-50	28 Days

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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: 2% - 15 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity
- c. Dollar Volume: 3% over \$50,000 on single order
- d. Other Special Discounts (i.e. Government Education Discounts, etc.)

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

**10. Small Requirements:** The minimum dollar of orders to be issued is \$100.00.

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

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

- Special Item Number 132-8 - Purchase of Equipment
- Special Item Number 132-12 - Equipment Maintenance
- Special Item Number 132-33 - Perpetual Software Licenses

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
  - (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
  - (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
  - (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
  - (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
  - (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
- 15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

## 16. GSA ADVANTAGE!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

## 17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

## 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:

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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 or 132-9.

## 23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

**Yes**

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): [www.dss-corp.com](http://www.dss-corp.com)

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

## 24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and (b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

## 25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective— (1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

## 26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## 27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

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

### 1. MATERIAL AND WORKMANSHIP

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

### 2. ORDER

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

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

### 3. TRANSPORTATION OF EQUIPMENT

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

### 4. INSTALLATION AND TECHNICAL SERVICES

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

Installations are generally unique to each site due to system requirements. DSS Corp. installation fees include travel logistics and time on-site. Labor / time on site is billed at \$235.00 per hour.

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

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

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

### 5. INSPECTION/ACCEPTANCE

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

### 6. WARRANTY

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

#### DSS STANDARD WARRANTY

DSS warrants our Products on the following terms and conditions only. THESE EXPRESSED WARRANTIES ARE IN LIEU OF ANY OTHER OBLIGATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR ARISING BY OPERATIONS OF LAW.

- (a) DSS warrants that each of its Products shall be free of defects in workmanship and materials for a period of up to one year from the date of installation (but not to exceed 15 months from the date of shipment by DSS from its factory).
- (b) DSS warrants that any of its custom Products that are manufactured in accordance with specifications, drawing, plans, and designs set forth in writing by the purchaser shall reasonably conform to all such written specifications, drawings, plans and designs.
- (c) The warranties set forth in (a) and (b) above are subject to and limited by the following:
- i. DSS's warranty with respect to a component of a Product supplied by another shall not exceed the warranty of the other supplier in terms or conditions.
  - ii. DSS's warranties shall be inapplicable if in the opinion of DSS, the Product has been mechanically, electrically or environmentally abused, or if the Product was installed improperly.
  - iii. DSS's warranty repair work will be performed during normal business hours, at DSS's repair facilities, and assumes the reasonable cooperation of the Product owner.

DSS DOES NOT ASSUME ANY LIABILITY FOR LOSS, DAMAGE, DELAY OR ACCIDENT DUE TO OR CAUSED BY ANY DEFECT IN WORKMANSHIP AND/OR MATERIALS.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: \_\_\_\_\_

## 7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

## 8. RESPONSIBILITIES OF THE CONTRACTOR

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

## 9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 200-mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

18311 W. 10 Mile Road, Southfield, MI 48075

3914 Murphy Canyon Road, Suite A227 San Diego, CA 92123

**2. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### 3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

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

### 4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

### 5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
  - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

### 6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel, then this should be clearly stated in the task or delivery order.

### 7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

## 8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

### b. REGULAR HOURS

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

### c. AFTER HOURS

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

### d. TRAVEL AND TRANSPORTATION

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

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## 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 an ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

### c. TRAVEL OR TRANSPORTATION

#### (1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

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

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

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

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

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

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	\$570.00	\$235.00	\$352.20	\$570.00
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	\$570.00	\$235.00	\$352.20	\$570.00
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	\$570.00	\$235.00	\$352.20	\$570.00

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

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

**NOTE:** DSS Customer Phone Support Rate: \$181.36 per hour. For customers without maintenance agreement.

## 10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated 19-November-2015, at a discount of 0% from such listed prices.

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

### a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 days.

### b. REPAIR PARTS/SPARE PARTS

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

## 12. INVOICES AND PAYMENTS

### a. Maintenance Service

- (1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
- (2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

### b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (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. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

**3. GUARANTEE/WARRANTY**

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

**DSS STANDARD WARRANTY**

DSS warrants our Products on the following terms and conditions only. THESE EXPRESSED WARRANTIES ARE IN LIEU OF ANY OTHER OBLIGATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR ARISING BY OPERATIONS OF LAW.

- (a) DSS warrants that each of its Products shall be free of defects in workmanship and materials for a period of up to one year from the date of installation (but not to exceed 15 months from the date of shipment by DSS from its factory).
- (b) DSS warrants that any of its custom Products that are manufactured in accordance with specifications, drawing, plans, and designs set forth in writing by the purchaser shall reasonably conform to all such written specifications, drawings, plans and designs.
- (c) The warranties set forth in (a) and (b) above are subject to and limited by the following:
  - i. DSS's warranty with respect to a component of a Product supplied by another shall not exceed the warranty of the other supplier in terms or conditions.
  - ii. DSS's warranties shall be inapplicable if in the opinion of DSS, the Product has been mechanically, electrically or environmentally abused, or if the Product was installed improperly.
  - iii. DSS's warranty repair work will be performed during normal business hours, at DSS's repair facilities, and assumes the reasonable cooperation of the Product owner.

DSS DOES NOT ASSUME ANY LIABILITY FOR LOSS, DAMAGE, DELAY OR ACCIDENT DUE TO OR CAUSED BY ANY DEFECT IN WORKMANSHIP AND/OR MATERIALS.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

#### 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number: 888-3053428 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 24 hours per day / seven days per week.

#### 5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type):

\_\_\_\_\_ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

\_\_\_\_\_ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- 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.

#### 6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or 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 the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or 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.

## 7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 5% of all term license payments during the period that the software was under a term license within the ordering activity.

## 8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 60 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. b.

The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## 9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- 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.

## 10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 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. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## 11. 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.

## 12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**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 or online 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.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

## 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.

DSS Corp. provides perpetual user training, free of charge, post system installation. This remedial training is delivered via web based training sessions. DSS may accommodate groups of users or departments. Individualized training is billable per agreement with ordering activity.

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**SPECIAL ITEM NUMBER****132-50****Training Course Descriptions****DISPATCH IMPROVEMENT - 8 Hour Courses: \$221.66 per 8-hour course****ELITE CONTINUOUS TRAINING**

Topics include: Workplace Bullying, Handling Difficult Employees, Address Verification, Fire Fighter/ EMS Safety, NG9-1-1/ NG PSAP, Sovereign Citizens, The W's; The Foundation of Call Taking, Information Gathering, Officer Down, Interviewing Skills, Pursuits, Calming Techniques, Handling Difficult Callers, Multitasking, TTY/TDD, Excited Delirium, Attitudes in Dispatch, Conflict Resolution, Games Trainers Play, Fight, Flight, Freeze & the Effects of Cortisol on Your Body, Metabolic Syndrome, Dispatcher Mind Set, When to Discipline, Supervision; The Hard Questions Answered, Acknowledging a Job Well Done, Telecommunicator Liability, Supervisor Liability, and Communications Center Liability.

**CUSTOMER SERVICE**

Customer service skills is a critical class for all dispatchers and 9-1-1 personnel. Topics include: annoying and difficult callers, words to use for extraordinary customer service, how to defuse anger and officer/dispatcher relations.

**CRITICAL INCIDENT STRESS**

Communications is one of the most stressful jobs you can have. Each one of you will experience critical incident stress during your career. This class will provide you with techniques to manage critical incident stress and educate you about the effects of critical incident stress. It is critical for your long-term health and well-being.

**CRIMES IN PROGRESS**

When Seconds Count, are you prepared to respond? When 9-1-1 rings, and you have a call that is in progress, are you ready? This class is designed to provide you with the tools you need to respond to a variety of in-progress and high-risk calls. Topics include: handling child callers, armed robberies, shootings, homicides, pursuits, and your role in responder safety, and missing child calls.

**SUICIDE INTERVENTION**

This interactive class is designed to educate public safety call-takers in crisis intervention. Topics include: suicide attitudes, risk assessment of caller, risk assessment of responder and call-taker intervention.

**HOSTAGE NEGOTIATION**

The FBI now recommends that communications professionals receive hostage negotiation training. Many hostage-incident contacts with law enforcement begin when the hostage taker calls 9-1-1. It is critical that the person who answers this call is trained. This class will prepare attendees to answer the call.

## **STRESS: IT'S ALL IN YOUR HEAD**

A dynamic look at how public safety workers can reduce stress in their lives. Attendees will learn to identify the sources of stress in their life and how to manage their stress.

## **DOMESTIC VIOLENCE**

A dynamic look at the truths and myths associated with domestic abuse. Attendees will learn to handle domestic abuse calls and the various situations associated with it.

## **ACTIVE SHOOTER**

The most comprehensive active shooter class on the market. This class will not only give telecommunicators the historical perspective of the active shooter, but will also provide skills your telecommunicator can use during active shooter events. Lessons learned from previous incidents are discussed using recent case studies and actual audio tapes from active shooter events. The course will also discuss what the telecommunicator can expect in future incidents and the possibility of terrorism and the active shooter.

## **COMMUNICATIONS CENTER LIABILITY**

Liability issues in the communications center have become increasingly more of a problem across the United States. Communications centers are now being faced with lawsuits. It is important for all members of the communications center to learn the basics of lawsuit risk and the skills to reduce liability.

## **CRITICAL INCIDENTS - TOTAL DISASTER RESPONSE**

This course is designed to provide the attendee the knowledge they need to respond to a variety of large scale or mass casualty events. The course topics will range from disaster preparedness to how to respond to incidents. The incidents included range from terrorism to natural disasters. Numerous case studies and lessons learned from those incidents are discussed.

## **BREEDING SUCCESS**

This course is designed to assist in making the training program effective to produce a fully trained dispatcher. Topics include: how to breed success, training on a budget, the learning process, roles of the trainer, remedial training, and much more.

**DISPATCH IMPROVEMENT - 16 Hour Courses: \$443.32 per 16 hour course**

## **FIRE COMMUNICATIONS**

This course will focus on communication, management, apparatus, and functionality in handling fire related calls.

## **COMMUNICATIONS TRAINING OFFICER (CTO)**

An interactive look at specific skills trainers need to perform the high-quality training needed in our profession. Topics include: adult learning, instructional techniques, Daily Observation Reports, lesson plans, documentation and liability.

## **ADVANCED LAW ENFORCEMENT**

This course concentrates on skills dispatchers need to dispatch various calls, which may become critical incidents. Topics include: suicidal callers, shootings, domestic violence, rape calls, officer down, pursuits and critical incident stress.



BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

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

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

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

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

- (4) This BPA does not obligate any funds.

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

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);

- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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## BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the 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.