



**GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsadvantage.gov>

**SCHEDULE TITLE:** 70: General Purpose Commercial Information Technology Equipment, Software, and Services

**SPECIAL ITEM NUMBER:** 132-51 Information Technology Professional Services  
132-12 Equipment Maintenance

FSC/PSC Class D301 IT AND TELECOM- FACILITY OPERATION AND MAINTENANCE

- Facility Management FSC/PSC Class D302 IT AND TELECOM- SYSTEMS DEVELOPMENT
- Systems Development Services FSC/PSC Class D306 IT AND TELECOM- SYSTEMS ANALYSIS
- Systems Analysis Services FSC/PSC Class D307 IT AND TELECOM- IT STRATEGY AND ARCHITECTURE
- Automated Information Systems Services FSC/PSC Class D308 IT AND TELECOM- PROGRAMMING
- Programming Services FSC/PSC Class D310 IT AND TELECOM- CYBER SECURITY AND DATA BACKUP
- Backup and Security Services FSC/PSC Class D311 IT AND TELECOM- DATA CONVERSION
- Data Conversion Services FSC/PSC Class D313 IT AND TELECOM- COMPUTER AIDED DESIGN/COMPUTER AIDED MANUFACTURING (CAD/CAM)
- Computer Aided Design Services
- Computer Aided Manufacturing Services FSC/PSC Class D316 IT AND TELECOM- TELECOMMUNICATIONS NETWORK MANAGEMENT
- IT Network Management Services FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION
- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services FCIS-JB-980001-B Refresh: 35 Part I - GOODS & SERVICES Page: 17
- Creation/Retrieval of IT Related Automated News Services FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- Other Information Technology Services, Not Elsewhere Classified

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.

**SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

**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.

**CONTRACT NUMBER:** GS-35F-106AA

**CONTRACT PERIOD:** December 15, 2012- December 14, 2017

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at [www.gsa.gov](http://www.gsa.gov)

**CONTRACTOR:** 1st All File Recovery USA dba DataRetrieval.com  
3570 Warrensville Center Road, Suite 211  
Shaker Heights, OH 44122  
Phone: 800-882-7178  
Fax: 866-519-0216  
E-mail: [GSA@DATARETRIEVAL.COM](mailto:GSA@DATARETRIEVAL.COM)  
Web: <http://www.dataretrieval.com>

**CONTRACTOR'S ADMINISTRATION SOURCE:** Dmitry Belkin | 800-882-7172 | [datarecoverycorp@gmail.com](mailto:datarecoverycorp@gmail.com)

**BUSINESS SIZE:** Small

**Socioeconomic Indicators:** Small

**CUSTOMER INFORMATION:**

**1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

<u>SIN</u>	<u>DESCRIPTION</u>
132 51	Information Technology Professional Services
132 12	Equipment Maintenance

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**  
(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL</u>	<u>PRICE</u>
132 51	Standard Engineer	\$190.48 Per Hour
132 12	24 hour service	\$94.76

**1c. HOURLY RATES: (Services Only)**  
Please see page 4 for all services offered.

**2. MAXIMUM ORDER\*:** The maximum order for SIN 132 51 & 132 12 is \$500,000 per order

\*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

**3. MINIMUM ORDER:** None

4. **GEOGRAPHIC COVERAGE:** 50 States
5. **POINT(S) OF PRODUCTION:** NA for Services
6. **DISCOUNT FROM LIST PRICES:** See Price List below for net GSA price
7. **QUANTITY DISCOUNT(S):** 1% Additional Discount for orders over \$500,000
8. **PROMPT PAYMENT TERMS:** 1% 10 Days, Net 30
- 9.a **Government Purchase Cards must be accepted at or below the micro-purchase threshold.**
- 9.b **Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**
10. **FOREIGN ITEMS:** N/A for Services
- 11a. **TIME OF DELIVERY:** As agreed to at the Task Order Level
- 11b. **EXPEDITED DELIVERY:** As agreed to at the Task Order Level
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** As agreed to at the Task Order Level
- 11d. **URGENT REQUIRMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **FOB POINT:** As agreed to at the Task Order Level
- 13a. **ORDERING ADDRESS:** same
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
14. **PAYMENT ADDRESS:** Same as contractor
15. **WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty
16. **EXPORT PACKING CHARGES:** None
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level may be inserted by contractor)
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. **Section 508 Compliance for EIT:** as applicable
25. **DUNS NUMBER:** 069184753
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:**  
Contractor has an Active Registration in the SAM database.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND IDENTITY ACCESS MANAGEMENT  
PROFESSIONAL SERVICES  
(SPECIAL ITEM NUMBER 132-60F)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

**In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.**

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.  
(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

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

**1. SERVICE AREAS**

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a \_\_\_\_ N/A \_\_\_\_ (\*\*insert miles\*\*) 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:

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**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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e. QUANTITY DISCOUNTS

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

Quantity Range	Discounts
<u>    N/A    </u> Units	<u>          </u> %
<u>    N/A    </u> Units	<u>          </u> %
<u>    N/A    </u> Units	<u>          </u> %

**9. REPAIR SERVICE RATE PROVISIONS**

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

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

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

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

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

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

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

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

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

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

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	__ N/A __	See Rates	See Rates	See Rates
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	__ N/A __	__ N/A __	__ N/A __	__ N/A __

\*MINIMUM CHARGES INCLUDE N/A FULL HOURS ON THE JOB.

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

\*\*\*All Services are provided are performed in-house at our facility.\*\*\*

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

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

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

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of N/A.

b. REPAIR PARTS/SPARE PARTS

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

**12. INVOICES AND PAYMENTS**

a. Maintenance Service

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

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

b. Repair Service and Repair Parts/Spare Parts

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

**Dealer Information:**

Company Name: Data Recovery Center

Address: 2000 Auburn Drive Suite 200 Beachwood, Ohio 44122

Contact: Roman Landzberg

Phone: 877-896-8277 x102

Email: Roman@datarecoverycenter.com

**Price and Description of Provided Services:**

**DATA RECOVERY PRIORITY CHARGES – GSA Per Drive Rate**

*\*\*\*All Priority Charges are purchased in conjunction with Professional Services Hourly Rates\*\*\**

*Free Diagnostic Priority Option for every order. Hourly Rates will still be charged.*

*Diagnostic Time: 3 Days Recovery Turnaround Time: 2-3 Weeks*

	<b>24 Hour Location</b>	<b>Premium</b>	<b>Premium Plus</b>	<b>Advantage</b>	<b>Emergency</b>	<b>Premium Emergency</b>	<b>Specialized Emergency</b>
Diagnostic Cost	\$94.76	\$190.48	\$286.20	\$477.63	\$956.22	\$2,296.27	\$3,827.76
Diagnostic Time	24 Hours	6 Hours	4 Hours	3 Hours	3 Hours	2 Hours	4 Hours
Recovery Turn Around Time	Up To 1 Week	4 Days	4 Days with Sundays	Up To 4 Days	48 Hours	Round Clock	Round Clock
Weekend Recovery		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Dedicated Account Rep			<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Dedicated Engineer				<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Mobile Recovery Team					<b>X</b>	<b>X</b>	<b>X</b>
Pre-Ordered Donor Parts						<b>X</b>	<b>X</b>
Dedicated Cleanroom							<b>X</b>
International Engineer Relocation							<b>X</b>
Use of High-Security Data Vault							<b>X</b>

## **RAID ARRAY PRIORITY CHARGES – GSA Per Drive Rate**

*\*\*\*All Priority Charges are purchased in conjunction with Professional Services Hourly Rates\*\*\**

*Free Diagnostic Priority Option for every order (Standard RAID). Hourly Rates will still be charged.*

*Diagnostic Time: 3 Days Recovery Turnaround Time: 2-3 Weeks*

	<b>Standard RAID</b>	<b>Economy RAID</b>	<b>Premium RAID</b>	<b>Emergency RAID</b>	<b>Specialized Emergency RAID</b>
Diagnostic Cost	\$0.00	\$94.76	\$1,434.81	\$2,870.58	\$4,784.94
Diagnostic Time	3 Days	24 Hours	6 Hours	4 Hours	3 Hours
Recovery Turn Around Time	2-3 Weeks	Up To 1 Week	4 Days	4 Days with Sundays	Up To 4 Days
Pre-Paid FedEx Label	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Dedicated Account Rep		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Free Courier Pick-Up			<b>X</b>	<b>X</b>	<b>X</b>
Weekend Recovery			<b>X</b>	<b>X</b>	<b>X</b>
Dedicated Engineer			<b>X</b>	<b>X</b>	<b>X</b>
Senior RAID Engineer				<b>X</b>	<b>X</b>
Pre-Ordered Donor Parts				<b>X</b>	<b>X</b>
Dedicated Cleanroom				<b>X</b>	<b>X</b>
Mobile Recovery Team					<b>X</b>
International Engineer Relocation					<b>X</b>
Use of High-Security Data Vault					<b>X</b>

SERVICE PROPOSED (e.g. Job Title/Task)	MINIMUM EDUCATION/ CERTIFICATION LEVEL	MINIMUM YEARS OF EXPERIENCE	FUNCTIONAL RESPONSIBILITY	PRICE OFFERED TO GSA (including IFF)
Standard Engineer	Bachelor Degree	3-5 Years	STANDARD ENGINEER SPECIFIC RESPONSIBILITIES: Utilizes innovative, proprietary data recovery software tools to diagnose and resolve data inaccessibility as a result of logical failure, i.e. data that has been deleted, reformatted, corrupted, encrypted, etc. Will handle almost all types of single drive devices as long as little or no physical damage is present and the use of a cleanroom is not required.	\$190.48
Tier 1 Engineer	Master Degree	5-8 Years	TIER 1 ENGINEER SPECIFIC RESPONSIBILITIES: Utilizes cleanroom facilities in order to diagnose and disassemble/repair any physically damaged device using exact match donor parts and all necessary tools. The advanced engineer is not only responsible for being capable of repairing physical damage, but also working around any recovery impediments presented by physical damage to restore data that might have also been affected by a subsequent logical failure (such as corruption of data due to certain sectors being lost due to damage). Consequently, unlike the Standard Engineer, the Advanced Engineer is responsible for recovering data from both physical failure and logical failure. The advanced engineer is also assigned single drive devices as well as low level configuration multi-drive devices such as RAID 0, 1, 2, etc.	\$286.20
Senior Engineer	Master Degree	8-10 Years	SENIOR ENGINEER SPECIFIC RESPONSIBILITIES: Utilizes cleanroom facilities in order to diagnose and assemble/disassemble/repair/restore any single or multi-drive device suffering from a physical and/or logical failure as well as specializing in high level RAID configurations and solid state drive (SSD) repair and data recovery. The Senior Engineer is also responsible for creating and implementing custom programming to resolve severe issues of logical failure such as extensive data corruption in any and all devices. The Senior Engineer is also responsible for procedural development and the establishment of basic recovery practices for subordinate engineers and certain task-related methods as well as the troubleshooting and resolution of any particular case difficulties.	\$345.73

\*\* cognitive reflection and applied decision making in pursuit of providing the most effective, efficient, and consistently successful data recovery results possible in the shortest amount of time. All engineers are also required to create and submit accurate documentation of work done for each case that addresses that each case's particular variables and the work performed to achieve successful results. All engineers are responsible for executing a preliminary battery of tests on each assigned case and to provide initial diagnostic information and accurately predict the probability of a successful recovery.

All cases are assigned to specific engineer(s) depending on case location, type of device, and predicted cause of failure or data inaccessibility. All engineers are eligible to be assigned to any case for any level of priority from basic to emergency at the discretion of the project supervisor. Each engineer is responsible for executing and recording work done on assigned case(s) from start to finish.\*\*