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

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

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

For more information on ordering from Federal Supply Schedules go to this website:  
[www.gsa.gov/schedules](http://www.gsa.gov/schedules)

**CONTRACT NUMBER: GS-35F-293CA**  
**Contract Period:** April 16, 2015 – April 15, 2025  
**Business Size:** Small Business

**Persistent Systems LLC**  
303 5<sup>TH</sup> Ave, Suite 306  
New York, NY 10016  
Ph: 212-561-5895 | Fax: 212-561-5895  
[www.persistentsystems.com](http://www.persistentsystems.com)

**CONTRACTOR'S ADMINISTRATION SOURCE**

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## INFORMATION FOR ORDERING ACTIVITIES

**1a. Table of Awarded Special Item Numbers (SIN's)**

| SIN   | Description               |
|-------|---------------------------|
| 33411 | Purchase of New Equipment |
|       | Equipment Maintenance     |

**1b. Lowest Priced Model Number and Price for Each SIN Awarded** (*Government Net Price base on a unit of one*): Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

**1c. Hourly Rates:** N/A

**2. Maximum ORDER:**

| SIN   | MAXIMUM ORDER |
|-------|---------------|
| 33411 | \$500,000     |
|       |               |

**NOTE TO ORDERING ACTIVITIES:** \*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

**3. Minimum Order:**

| SIN    | MINIMUM ORDER |
|--------|---------------|
| 33411* | \$100.00      |
|        |               |

**4. Geographic Coverage (Delivery Area):** All 50 states, Washington DC, Puerto Rico, U.S. Territories and OCONUS Locations per Task / Delivery Order.

**5. Point of Production:** United States; New York City, New York

**6. Discount from list prices or statement of net price:** GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

**7. Quantity discounts:** None Offered

**8. Prompt Payment Terms:** Net 30 days

**9. Government Purchase Card:**

- a. Government Purchase Card ARE accepted at or below the micro-purchase threshold.
- b. Government Purchase Card ARE NOT accepted over the micro-purchase threshold.

**10. Foreign items:** None



**11. DELIVERY:**

**11a. Time of Delivery:**

| SIN    | LEAD TIME  |
|--------|--|
| 33411* | 60 DAYS;<br><i>(Items marked * will be negotiated)</i> |
|        |  |

**11b. Expedited Delivery:** Contact Contractor Representative.

**11c. Overnight and 2-day delivery:** Contact Contractor Representative

**11d. Urgent Requirements:** Contact Contractor Representative

**12. F.O. B Points(s):** Destination

**13. 13a. Ordering Address(es):**

Persistent Systems LLC  
 303 5TH AVE STE 306 NY, NY 10016  
 Phone number: 212-561-5895  
 Fax number: 212-561-5895  
 E-Mail: orders@persistentsystems.com

**13b. Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).

**14. Payment address(es):**

Persistent Systems LLC  
 303 5TH AVE STE 306 NY NY 10016  
 Phone number: 212-561-5895  
 Fax number: 212-561-5895  
 E-Mail: orders@persistentsystems.com

**15. Warranty provision.:** Contractor’s standard commercial warranty.

**16. Export Packing Charges (if applicable):** N/A

**17. Terms and conditions of Government purchase card acceptance: For any thresholds above the micro-purchase level:** Contact Contractor Representative

**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 applicable):** 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. Environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):** N/A

**24b. Section 508 compliance for Electronic and Information Technology (EIT) :** N/A

**25. Data Universal Numbering System (DUNS) number:** 782414408



26. **Notification regarding registration in the System for Award Management (SAM) Database:** Contractor has a current and Active Registration in the SAM database. 4YBU2 (CAGE)

**CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 33411)**

**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 do not cover equipment delivery to destination, for any location within the geographic scope of this contract. Shipping will be billed as actuals.

**4. INSTALLATION AND TECHNICAL SERVICES – N/A**

**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.

**SELLER WARRANTS THE ITEMS ORDERED HEREUNDER (THOSE MANUFACTURED BY PERSISTENT SYSTEMS) AT THE TIME OF SHIPMENT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, AND TO CONFORM TO THE CONTRACT SPECIFICATIONS, IF ANY. SELLER'S LIABILITY UNDER THIS WARRANTY SHALL TERMINATE ONE (1) YEAR AFTER THE DATE OF ACCEPTANCE OF THE ITEMS BY THE BUYER OR EIGHTEEN (18) MONTHS FROM THE DATE OF SHIPMENT, WHICHEVER COMES FIRST. EXTENDED WARRANTIES MAY BE PURCHASED AS REQUESTED AND QUOTED. WRITTEN NOTICE OF ANY DEFECTS SHALL BE GIVEN TO SELLER UPON DISCOVERY, AND SELLER SHALL PROMPTLY CORRECT SUCH DEFECTS BY REPAIR OR REPLACEMENT, AT SELLER'S OPTION, WITHOUT CHARGE TO THE BUYER, EITHER FCA SELLER'S PLANT OR SERVICE IN THE FIELD. SELLER IS NOT RESPONSIBLE FOR ANY DEFECTS WHICH OCCUR AS A RESULT OF BUYER'S ATTEMPTS TO SELF-CORRECT DEFECTS OTHERWISE COVERED BY THIS WARRANTY.**

**IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS WARRANTY EXCEED THE COST OF REPAIR OR REPLACEMENT OF SUCH DEFECTIVE ITEM, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES.**

**SPECIFICALLY EXCLUDED FROM THIS WARRANTY ARE:**

- 1) **DEFECTS OR NONCONFORMANCE CAUSED BY AND RESULTING FROM IMPROPER OPERATION, MAINTENANCE, OR STORAGE OF THE EQUIPMENT.**
- 2) **ITEMS OF CHARACTERISTICALLY INDETERMINATE LIFE, SUCH AS BULBS, FUSES, ETC.**

**THIS WARRANTY CONSTITUTES SELLER'S SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NONCONFORMING ITEMS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS IMPLIED OR STATUTORY**



**(INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE)**

- 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:

PERSISTENT SYSTEMS, LLC  
 303 5<sup>th</sup> AVE, SUITE 207  
 NEW YORK, NY 10016-6500

**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).

| SIN   | PART NUMBER       | PRODUCT DESCRIPTION   | UOI | DISCOUNT PRICE OFFERED TO GSA (including IFF and CAF) |
|-------|-------------------|---|-----|---|
| 33411 | ACC-AUD-073-L     | Persistent Systems Stereo Headset with Dynamic Boom Mic and U172 Mask Mic Socket. Terminated to TP101S Plug. Green Shell. Compatible with Persistent Systems Dual PTT Device. Left-Handed configuration. Includes Ops Core & Team Wendy Helmet Adapters and Storage Pouch.  | EA  | \$1,513.43  |
| 33411 | ACC-AUD-073-R     | Persistent Systems Stereo Headset with Dynamic Boom Mic and U172 Mask Mic Socket. Terminated to TP101S Plug. Green Shell. Compatible with Persistent Systems Dual PTT Device. Right-Handed Configuration. Includes Ops Core & Team Wendy Helmet Adapters and Stowage Pouch. | EA  | \$1,513.43  |
| 33411 | ACC-EUD-0009      | Samsung S9 Tactical Edition   | EA  | \$1,788.88  |
| 33411 | ACC-EUD-3005      | Juggernaut Samsung S9 Case plus PALS Mount  | EA  | \$429.98  |
| 33411 | ACC-MNT-MPU5-0001 | Male V-Lock Mount   | EA  | \$67.48   |



| SIN   | PART NUMBER       | PRODUCT DESCRIPTION   | UOI | DISCOUNT PRICE OFFERED TO GSA (including IFF and CAF) |
|-------|-------------------|---|-----|---|
| 33411 | ACC-MNT-MPU5-0003 | Female V-Lock Mount   | EA  | \$62.63   |
| 33411 | ACC-MNT-MPU5-0007 | Vehicle Mount   | EA  | \$1,152.18  |
| 33411 | ANT-1003          | Omni, 1.35-1.40Ghz L-Band Sleeve Dipole Antenna - 2.15 Dbi Ultra Flex Spring RP-TNC(M) connector flat black (ANT-1003)  | EA  | \$198.46  |
| 33411 | ANT-1005          | 1.35-1.40 Ghz L-Band Gooseneck Antenna  | EA  | \$198.46  |
| 33411 | ANT-1009          | 1.35-1.45 GHz 5dBi N-Male Omnidirectional Antenna   | EA  | \$692.60  |
| 33411 | ANT-1010          | L-Band Blade Antenna  | EA  | \$607.27  |
| 33411 | ANT-2003          | Omni, 2.1-2.5 Ghz S Band Sleeve Dipole spring base antenna Rev 1  | EA  | \$198.46  |
| 33411 | ANT-2005          | 2.1-2.5 Ghz S-Band Gooseneck Antenna  | EA  | \$198.46  |
| 33411 | ANT-2012          | 2200MHz to 2500MHz, 4dBi N-Male High-Performance Omni Directional Antenna   | EA  | \$573.54  |
| 33411 | ANT-2013          | S-Band Blade Antenna  | EA  | \$847.00  |
| 33411 | ANT-2035          | L-Band & S-Band Dual Vehicle Horizontal Antenna   | EA  | \$4,189.24  |
| 33411 | ANT-2036          | L-Band & S-Band Dual Vehicle Vertical Antenna   | EA  | \$2,092.59  |
| 33411 | ANT-2108          | S-Band Dual Blade Antenna   | EA  | \$1,936.08  |
| 33411 | ANT-2109          | S-Band & C-Band Dual Vehicle Vertical Antenna   | EA  | \$3,632.24  |
| 33411 | ANT-2110          | S-Band & C-Band Dual Vehicle Horizontal Antenna   | EA  | \$4,358.69  |
| 33411 | ANT-4001          | GPS Antenna SMA-Male Stub Antenna (3.3V Active)   | EA  | \$202.43  |
| 33411 | ANT-4006          | 4.4 - 5.9 GHz Omnidirectional Antenna (3.5 dBi) -RPTNC (C-Band)   | EA  | \$161.84  |
| 33411 | ANT-4007          | Lower C-Band Gooseneck Omni Antenna   | EA  | \$384.57  |
| 33411 | ANT-4008          | C-Band High Gain Omni Antenna   | EA  | \$284.38  |
| 33411 | ANT-4017          | L-Band & C-Band Dual Vehicle Vertical Antenna   | EA  | \$3,632.24  |
| 33411 | ANT-4018          | L-Band & C-Band Dual Vehicle Horizontal Antenna   | EA  | \$4,358.69  |
| 33411 | CBL-AUD-0001      | MPU5 22-pin to 6-Pin U-329/U NATO Audio (36in). For RoIP use with LMR Radio Systems. Compatible with RoIP Port.         | EA  | \$472.33  |
| 33411 | CBL-AUD-0001-XTS  | Motorola XTS to 22-pin RoIP Cable   | EA  | \$627.10  |
| 33411 | CBL-AUD-0002      | NATO 6-pin to 22-pin Audio Cable  | EA  | \$472.33  |
| 33411 | CBL-DATA-2003     | MPU5 22-pin to USB Receptacle (11.5in). Compatible with all Ports.  | EA  | \$472.33  |
| 33411 | CBL-DATA-2013     | MPU5 22pin to IP67 Rated Ethernet jack - Mates with standard out door rated Ethernet cables.                            | EA  | \$472.33  |
| 33411 | CBL-DATA-2019     | MPU5 USB-to-Ethernet Converter Cable. IP67-rated RJ45 Receptacle. 18.5in, Compatible with all ports (PROGRAMMED/TESTED) | EA  | \$673.42  |



| SIN   | PART NUMBER       | PRODUCT DESCRIPTION  | UOI | DISCOUNT PRICE OFFERED TO GSA (including IFF and CAF) |
|-------|-------------------|--|-----|---|
| 33411 | CBL-DATA-3002     | HDMI/USB/Audio to 22-pin Cable   | EA  | \$472.33  |
| 33411 | CBL-DATA-3003     | 22 pin to USB Host. HDMI Out   | EA  | \$466.70  |
| 33411 | CBL-EUD-1002      | PTT Locking to S9 USBC Device Mode, 22 Inches Long   | EA  | \$547.18  |
| 33411 | CBL-PTT-0015      | PTT to USB Type A Receptacle Cable, 6"   | EA  | \$427.73  |
| 33411 | CBL-PWR-0001      | MPU4/MPU5 90 Watt Battery Eliminator to AC Outlet.   | EA  | \$337.37  |
| 33411 | CBL-PWR-0002      | MPU4/MPU5 Battery Eliminator to BB Battery Plug.   | EA  | \$202.43  |
| 33411 | CBL-PWR-0005      | MPU5 10-36VDC Battery Eliminator to pigtails - 48' With 72' Break Out Power Cable to 2.1mm Barrel Jack -12VDC Regulated. | EA  | \$308.28  |
| 33411 | CBL-VID-2001-10   | MPU5 HD-BNC Male to BNC Male Video Input Cable (10 ft.)  | EA  | \$150.29  |
| 33411 | RF-1150           | MPU5 High-Powered L-band Radio Module (1350-1390 MHz)  | EA  | \$2,469.20  |
| 33411 | RF-2150           | MPU5 High Power S-Band RF Module (2.2 - 2.5 GHz - 3x3 MIMO)  | EA  | \$2,095.08  |
| 33411 | RF-4100           | Lower C-Band RF Module, 4.4-5.0 GHz, 3x3 MIMO Radio Module   | EA  | \$2,843.32  |
| 33411 | RF-5100           | 6W Upper C-Band RF Module  | EA  | \$2,693.67  |
| 33411 | TRK-AUTO-SYSTEM   | Auto-Tracking Antenna System with S, L, & C-Band Feeds. Not RoHS Compliant   | EA  | \$164,613.20  |
| 33411 | WR-5100           | MPU5 Chassis. Includes twist locking battery.  | EA  | \$7,210.44  |
| 33411 | WR-ACC-088        | Speaker Mic  | EA  | \$472.33  |
| 33411 | WR-ANT-050        | Upper C-Band Blade Antenna   | EA  | \$566.78  |
| 33411 | WR-ANT-066        | Lower C-Band Blade Antenna   | EA  | \$607.27  |
| 33411 | WR-INT-ANT-SYS-01 | 2.22 - 2.50 Ghz, 120° Integrated Sector Antenna System   | EA  | \$6,901.26  |
| 33411 | WR-INT-ANT-SYS-05 | 4.4 - 5.0 GHz, 120° Integrated Sector Antenna System   | EA  | \$7,627.71  |
| 33411 | WR-INT-ANT-SYS-07 | 4.4 - 5.0 Ghz Integrated Directional Antenna System  | EA  | \$6,901.26  |
| 33411 | WR-PTT-SYS-01     | Dual PTT System #1 (w/TJ-101 Headset Adapter Cable, Compatible with NATO Standard Wired Headsets)                        | EA  | \$2,562.54  |
| 33411 | BAT-03            | BB-2557 Battery Charging Adapter Plate.  | EA  | \$173.10  |
| 33411 | BAT-04            | BB-2590 Battery Charging Adapter Plate.  | EA  | \$173.10  |
| 33411 | BAT-05            | Universal Portable Battery Charging Unit. 4 Adapter plates required. Accommodates and charges up to eight (8) batteries. | EA  | \$2,884.92  |



| SIN   | PART NUMBER | PRODUCT DESCRIPTION  | UOI | DISCOUNT PRICE OFFERED TO GSA (including IFF and CAF) |
|-------|-------------|--|-----|---|
| 33411 | BAT-06      | Twist-Lock Battery   | EA  | \$346.20  |
| 33411 | BAT-07      | Battery Adapter Plate for the BAT-05 Portable Charger. Holds two (2) BAT-06 battery packs.             | EA  | \$230.80  |
| 33411 | BAT-08      | BB-2557 Rechargeable Lithium Ion Battery   | EA  | \$346.20  |
| 33411 | BAT-11      | 2-Bay Desktop Battery Charger. Accommodates two (2) BAT-06   | EA  | \$576.99  |
| 33411 | CASE-020    | BB-2557 MOLLE Pouch (Rev B)  | EA  | \$57.70   |
| 33411 | CBL-06      | 100 Foot Outdoor Industrial IP67 Rated Ethernet Cable with Waterproof Mating Connectors                | EA  | \$214.64  |
| 33411 | CBL-09      | 75 Foot Outdoor Industrial IP67 Rated Ethernet Cable with Waterproof Mating Connectors                 | EA  | \$201.95  |
| 33411 | WR-ACC-079  | Amplified Speaker System: Contains (1) Speaker Box, (1) Power Cable, (1) Audio Cable, and (1) Handset. | EA  | \$2,662.50  |

**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 (TBD))**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a   0   (\*\*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:  
 PERSISTENT SYSTEMS, LLC  
 303 5<sup>th</sup> AVE, SUITE 306  
 NEW YORK, NY 10016-6500

**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 TBD). 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 TBD (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.

**a. QUANTITY DISCOUNTS**

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

| Quantity Range |       | Discounts |   |
|----------------|-------|-----------|---|
| 0              | Units | 0         | % |
|                | Units | 0         | % |
|                | Units | 0         | % |
|                | Units | 0         | % |

**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 |
|--|-----------------|--------------------------|------------------------|-------------------------------|
| CONTRACTORS SHOP   | N/A             | N/A                      | N/A                    | N/A                           |
| ORDERING ACTIVITY LOCATION<br>( <i>WITHIN ESTABLISHED SERVICE AREAS</i> )  | N/A             | N/A                      | N/A                    | N/A                           |
| ORDERING ACTIVITY LOCATION<br>( <i>OUTSIDE ESTABLISHED SERVICE AREAS</i> ) | N/A             | N/A                      | N/A                    | N/A                           |

\*Minimum Charges Include ( ) Full Hours on the Job.

\*\*Fractional Hours, at the end of the job, will be prorated to the nearest quarter hour.

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

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated \_N/A, 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 the remaining period of the original warranty.
- b. REPAIR PARTS/SPARE PARTS: All parts, furnished either as spares or repairs parts will be guaranteed/warranted according to the standard warranty terms.

**12. INVOICES AND PAYMENTS**

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

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

**USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS**

**PREAMBLE**

MERCATUR provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities. We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact us at:

