

**GTSI CORP.  
3901 STONECROFT BOULEVARD  
CHANTILLY, VIRGINIA 20151  
SALES: 1-800-999-GTSI**

**CONTRACT #GS-35F-4120D  
PERIOD COVERED BY THE CONTRACT: APRIL 1, 1996 THROUGH OCTOBER 1, 2007**

**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE**

Products and ordering information in this Authorized ADP Schedule Price List is also available on the GSA Advantage! System. Agencies can browse GSA Advantage! By accessing GSA's Home Page via Internet at [www.fss.gsa.gov](http://www.fss.gsa.gov).

**FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE  
AUTHORIZED ADP SCHEDULE PRICELIST**

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT**

**SPECIAL ITEM NUMBERS (SINS):**

132-3	Leasing
132-8	Purchase of Hardware
132-12	Maintenance and Repair
132-33	Perpetual Software License
132-34	Maintenance of Software
132-50	Training
132-51	Information Technology Professional Services
132-52	Electronic Commerce Services
132-53	Wireless Services

<u>FSC CLASSES</u>	<u>CATEGORY CODE</u>
7010 SYSTEM CONFIGURATION	
1. End User Computer/Desktop.....	G
2. Professional Workstation .....	O
3. Server .....	P
4. Laptop/Portable/Notebook .....	N
5. Large Scale Computers .....	N
6. Optical and Imaging Systems .....	K
7. Other Systems Configuration Equipment, Not Elsewhere Classified .....	D
7025 INPUT/OUTPUT AND STORAGE DEVICES	
1. Printers .....	A
2. Display .....	B
3. Graphics including Video Graphics, Light Pen, Digitizers, .....	K
Scanners, Touch Screen .....	J
4. Network Equipment .....	W
5. Other Communication Equipment.....	K
6. Optical Recognition Input/Output Devices .....	C
7. Storage Devices including Magnetic Storage, Magnetic Tape and Optical Disk .....	C
8. Other Input/Output and Storage Devices, Not Elsewhere Classified .....	C
7035 ADP SUPPORT EQUIPMENT	
1. ADP Support Equipment.....	E
7042 MINI AND MICRO COMPUTER CONTROL DEVICES	
1. Microcomputer Controlled Devices .....	E
2. Telephone Answering and Voice Messaging Systems.....	E
7050 ADP COMPONENTS	
1. Microcomputer Controlled Devices .....	E
2. Telephone Answering and Voice Messaging Systems.....	E
5995 CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT	
1. Communication Equipment Cable.....	I

6015	FIBER OPTIC CABLES	I
	1. Fiber Optic Cable .....	I

(Continued on the following page)

<u>FSC</u> <u>CLASSES</u>	<u>CATEGORY</u> <u>CODE</u>
6020 FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES( 1. Fiber Optic Cable Assemblies and Harnesses .....	I
6145 WIRE AND CABLE, ELECTRICAL 1. Coaxial Cable .....	I
5805 TELEPHONE AND TELEGRAPH EQUIPMENT 1. Telephone Equipment..... 2. Audio and Video Teleconferencing Equipment .....	I I
5810 COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS 1. Communications Security Equipment and Components .....	X1
5815 TELETYPE AND FACSIMILE EQUIPMENT 1. Facsimile Equipment .....	X2
D399 OTHER ADP AND TELECOMMUNICATIONS SERVICES 1. Installation, De-Installation, and Re-Installation of Above Equipment .....	Z
7030 INFORMATION TECHNOLOGY SOFTWARE..... 1. Operating System Software..... 2. Application Software..... 3. EDI Translation and Mapping Software..... 4. Enabled E-Mail Message Based Products..... 5. Internet Software..... 6. Database Management Programs..... 7. Other Software, Not Elsewhere Classified.....	H H H H H H H
D301 Resources and Facilities Management.....	S
D302 Database Planning and Design .....	S
D306 Systems Analysis and Design .....	S
D307 Network Services.....	S
D308-1 Programming .....	S
D311 Conversion and Implementation Support .....	S
D316 Network Services' Project Management .....	S
D317 Data/Records Management.....	S
D317 Subscription/Publications includes CD-ROM and Magnetic Media .....	S
for Technology Assessment and Acquisition Subscription—CD-ROM Publications and Other Electronic Media	
D304-1 Value Added Network Services (VANs).....	S
D304-2 E-mail Services .....	S

....

D304-3	Internet Access Services .....	S
D399-1	Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services .....	S

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**IT SCHEDULE PRICE LIST**

**SEE ATTACHED**

## INFORMATION FOR ORDERING OFFICES

### SPECIAL NOTICE TO AGENCIES:

#### Small Business Participation

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

For orders exceeding the 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.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

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

For orders exceeding the 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

The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, U.S. territories and commonwealths, and overseas U.S. Government installations [including international organizations of which the U.S. is a member (i.e., NATO, the U.N., etc.)]. Certain services under this contract (i.e., leased lines for Internet access) may not be available outside the 48 contiguous states. Call GTSI for up-to-date information.

#### 2. GTSI'S ORDERING ADDRESS AND PAYMENT ADDRESS

##### Ordering Address

GTSI Corp.  
3901 Stonecroft Boulevard  
P.O. Box 10808  
Chantilly, Virginia 20151

Toll Free #: 1-800-999-GTSI  
Local: (703) 502-2800  
FAX: (703) 222-5203  
Internet: <http://www.gtsi.com>

##### Payment Address

###### *Payment by Bank Wire*

BNF Name	GTSI Corp.
BNF Location	Chantilly, VA, USA
BNF Account#	202969894
BNF Bank Name	Sun Trust Bank
BNF Bank Address	7818 Parham Road, 3 <sup>rd</sup> Floor
BNF CSZ	Richmond, VA 23294
BNF Bank ABA R/T#	051000020
BNF Contact Name	Any Operator
BNF Bank Tel#	800-947-3786

The following payment information will be accepted for an unspecified timeframe giving customer the opportunity to transition their payment information to the payment address listed above.

*Payment by check, submit to:*

GTSI Corp.  
P.O. Box 79296  
Baltimore, MD 21279-0296

### **Credit Cards**

Government Commercial Credit Cards will be acceptable for payment.

### **Technical or Ordering Assistance**

For technical and/or ordering assistance, ordering agencies should call GTSI at the telephone numbers listed on the cover or in Customer Service Team

#### **Customer Service Team**

Contact us directly at 800-459-GTSI  
Send us a fax: 703-222-5246  
Our business hours are 7:30am - 6:00pm EST  
Send us an email: [custsvc@gtsi.com](mailto:custsvc@gtsi.com)

#### **Technical Support Team**

Contact us directly at 800-333-GTSI  
Send us a fax: 703-222-5205  
Our business hours are 8:00am - 6:00pm EST  
Send us an email: [tech.support@gtsi.com](mailto:tech.support@gtsi.com)

#### **Service Locations**

See Appendices E, F and Table D

### 3. LIABILITY FOR INJURY OR DAMAGE

GTSI shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by GTSI unless such injury or damage was due to the fault or negligence of GTSI.

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

Block 9 G. Order/Modification under Federal Schedule  
Block 16 GTSI Establishment Code (DUNS): 10793-9357  
Block 30 Type of Contractor: B. Other Small Business  
Block 31 Woman-Owned Small Business: No  
Block 36 GTSI's Tax Identification No.: 54-1248422

CAGE Code: GTSI's Commercial and Government Entity Code is 8Y261.  
GTSI Establishment Code: 10-894-945

### 5. F.O.B. POINT

For both Hardware and Software, the F.O.B. point is destination (expedited delivery is FOB Origin - see paragraph 6) for all locations within the 48 contiguous states and the District of Columbia. GTSI, at various times during the contract period, may conduct promotions for F.O.B. destination to Alaska and/or Hawaii. Please contact your GTSI sales representative for current status of F.O.B. point promotions.

For overseas locations and Alaska, Hawaii and the U.S. territories and commonwealths, the F.O.B. point is destination to the port of embarkation within the continental U.S. or F.O.B. origin if GTSI is required to effect shipment direct to locations outside the continental United States (OCONUS).

All CONUS shipments shall be made F.O.B. destination. Delivery for all APO/FPO locations shall be made F.O.B. destination to the APO/FPO shipping point or a designated CONUS U.S. Government forwarder.

Note: When ordering for overseas delivery, be sure to include the following information to speed the delivery process:

- (a) Name of individual to contact for order questions/clarifications,
- (b) Customer commercial phone number, with country and city code,
- (c) Customer facsimile number,
- (d) Voltage requirements (110V or 220V),
- (e) Identify host system (manufacturer and model) when ordering software or peripherals.

## 6. SHIPMENT AND DELIVERY

### Shipment

Same day shipping on GTSI's top 1,200 in-stock products for orders placed by 2:00 p.m. EST.

### Delivery

Next day and second day delivery available for in-stock products. Terms are FOB Origin.

Standard delivery will normally be 7 to 90 days after receipt of order or as otherwise agreed between GTSI and the Government. Terms are FOB Destination.

- a. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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

- (a) Prices listed are net after discount.
- (b) Payment terms - Net 30 days from date of invoice or date of acceptance, whichever is later. See paragraph 5 under General Terms and Conditions for definition of acceptance.
- (c) FAR Clause 52.232.25 PROMPT PAYMENT is incorporated into this contract by reference and has the same force and effect as if it was given in full text.
- (d) Government Educational Institutions are offered the same discounts as all other Government customers.

## 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. AVAILABILITY OF EXPORT PACKING

Export packing is available at extra cost outside the scope of this contract.

## 10. SMALL REQUIREMENTS

The minimum dollar value of an order to be issued under this contract is \$100 except for Special Item 132-3 (Leasing), the minimum dollar value of an order is \$500,000.

11. MAXIMUM ORDER - (THESE ARE NOT ORDER LIMITATIONS - SEE PARAGRAPH 11B)

- Leasing (132-3), Purchase of Equipment (132-8), Information Technology Professional Services (132-51) and Electronic Commerce Service (132-52) - \$500,000
- Perpetual Software License (132-33) Shrink-wrapped product - \$ 50,000  
Licensed Programs, Multi-Packs and Right to Copy - \$500,000
- Classroom Training (SIN 132-50) - \$ 25,000

Note: Maximum Order does not apply to SIN 132-12 Maintenance of Equipment or 132-34 Maintenance of Software.

11B. ORDERS THAT EXCEED THE MAXIMUM ORDER (I-FSS-125)(AUG 1995)

- (a) In accordance with FAR 8.404 there may be circumstances where an ordering activity finds it advantageous to request a price reduction such as where a quantity of an individual order clearly indicates the potential for obtaining a reduced price. To assist customer agencies to determine when they should seek a price decrease, a level called a maximum order has been established under the contract. When an agency order exceeds this amount it is recommended that the ordering activity request a reduced price.
- (b) GTSI may:
  - (i) offer a new lower price for this specific requirement (the Price Reduction clause is not applicable to orders placed over the Maximum Order in FAR 52.216-19)
  - (ii) offer the lowest price available under the contract; or
  - (iii) decline the order, orders must be returned in accordance with FAR 52.216-19
- (c) A delivery order for quantities that exceed the maximum order may be placed with GTSI in accordance with FAR 8.404. The order will be placed under this contract.
- (d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-72.

12. USE OF FSS ITS SCHEDULE CONTRACTS [FAR 8.404]

- (a) Ordering activities can place orders at or below the micro-purchase threshold of \$2,500 or less with any GSA Federal Supply Schedule contractor. GSA has already determined the prices of items under these contracts to be fair and reasonable.
- (b) Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--
  - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
  - (2) Trade-in considerations;
  - (3) Probable life of the item selected as compared with that of a comparable item;
  - (4) Warranty considerations;

- (5) Maintenance availability;
  - (6) Past performance; and
  - (7) Environmental and energy efficiency considerations.
- (c) Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
  - (2) Offer the lowest price available under the contract; or
  - (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

### 13. FEDERAL ADP/TELECOMMUNICATION STANDARDS REQUIREMENTS

Federal departments and agencies 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 Telecommunications Standards (FED-STDS) which are cited by ordering offices shall be responded to promptly by GTSI.

#### 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 the 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, 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 the National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. SECURITY REQUIREMENTS

In the event security requirements are necessary, the ordering activities may incorporate in their delivery order(s) a security clause in accordance with current laws, regulations and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. Be negotiated by the ordering agency with GTSI on an open market basis outside the scope of this contract.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES

Any ordering office, 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 52.212-14, **paragraph (1) Termination for the Government's convenience, and (m) Termination for Cause (See C.1).**

16. GSA ADVANTAGE!

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

- (a) Manufacturer;
- (b) Manufacturer's Part Number; and
- (c) Product categories

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (e.g.: Netscape). The Internet address is <http://www.fss.gsa.gov>.

17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items. Open market items ordered on a GTSI GSA Schedule delivery order will not be governed by the terms and conditions of the GTSI GSA Schedule contract.

18. GTSI 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.

## 19. OVERSEAS ACTIVITIES

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

- (a) In place of a delivery date for equipment, a shipping date shall be specified on the order.
- (b) Upon request of GTSI, the Government may provide logistics support, as available, in overseas areas in accordance with all applicable Government regulations, to GTSI's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract (Purchase and Maintenance Service). See Appendix C for further terms and conditions regarding Logistics Support.
- (c) For repair of equipment under warranty, refer to the guarantee terms of this pricelist.

## 20. BLANKET PURCHASE AGREEMENTS (BPAS)

The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

“BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.”

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

## 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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, 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 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 requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

**23. SECTION 508 COMPLIANCE.**

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

Please visit [WWW.GTSL.COM](http://WWW.GTSL.COM) for further Section 508 information.  
The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**GENERAL TERMS AND CONDITIONS  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

The following Terms and Conditions are applicable to all Special Item Numbers:

1. GEOGRAPHIC SCOPE OF CONTRACT

The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, the U.S. territories and commonwealths and overseas U.S. Government installations [including international organizations of which the U.S. is a member (i.e., NATO, the U.N., etc.)]. Certain services under this contract (i.e., leased lines for Internet access) may not be available outside the 48 contiguous states. Call GTSI for up-to-date information. See also paragraph 1 in SIN 132-12. FOR SIN 132-53 ONLY, if proposed, list the limited geographic coverage.

2. PARTIAL SHIPMENTS/PARTIAL PAYMENTS

GTSI will attempt to ship all orders complete; however, this is not always possible. Agencies are advised that partial shipments may occur and GTSI will invoice each partial shipment separately. The ordering agency must pay for each shipment as invoiced by GTSI.

If the agency does not wish to accept a partial shipment, the agency should specify that the order is to ship complete. Specification of "No Partial Shipments" on a delivery order may result in delivery delays.

3. USE OF THIS CONTRACT BY GOVERNMENT CONTRACTORS

GTSI will honor orders under this Contract from authorized Federal Government cost reimbursement prime Contractors who furnish to GTSI written evidence that in using this Contract they are authorized by the Government to procure from such Contract. Such orders must include the statement set forth in Appendix B. Title to any machines purchased by Federal Government cost reimbursement prime Contractors shall vest directly to the Government.

4. SUBSTITUTIONS

GTSI may substitute, with the ordering agency's approval, product of equal or greater functionality for an equal price than what was ordered. The substitute product must comply with the Trade Agreements Act provisions.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any equipment that has been tendered for acceptance. The Government may require repair or replacement of nonconforming equipment at no increase in contract price. The Government 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. FAR AND GSAR CLAUSES

This contract incorporates the following clauses by reference. These clauses have the same force and effect as if they were given in full text.

<u>Clause Number</u>	<u>Date</u>	<u>Title</u>
FAR 52.232.25	June 1997	Prompt Payment
FAR 52.232.28	Apr 1989	Electronic Funds Transfer Payment Methods
GSAR 552.232-70	Apr 1989	Payments by Electronic Funds Transfer
GSAR 552.232.72	Apr 1989	Invoice Requirements
FAR 52.213-1*	Aug 1988	Fast Payment Procedures

\*If applicable to the ordering agency

7. ORDER ACCEPTANCE

...

GTSI may return an order written against this contract within 15 days after receipt if the order does not conform to the terms, conditions and pricing contained in this contract.

**TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY PRODUCTS (SPECIAL ITEM 132-3)**

**OPTION 1**

**1. STATEMENT**

- (a) It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government, as lessee, anticipates fulfilling the leasing agreement. The Government, upon issuance of the delivery order, contemplates the use of the equipment for the life of the lease (N months as specified in the delivery order). However, unless the ordering office has funding which exceeds a Government fiscal year, the initial term of the leasing agreement is from the date of the equipment acceptance through September 30 of the fiscal year in which the order is placed.
- (b) Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase Agencies are responsible for the obligation of funding consistent with fiscal law when entering into any lease arrangement.

**2. LEASING OPTIONS**

The Government will consider proposals for leasing options which the Contractor believes will have application in the Government. Only those vendor proposed options which are considered to represent good value will be accepted. The following leasing options are suggested :

- (a) Lease to Ownership (Capital Lease)
- (b) Lease with Option to Own (Operating Lease)
- (c) Lease of a Solution

**3. ORDERS AND PERIODS OF LEASING ARRANGEMENTS**

- (a) Orders placing equipment under a leasing arrangement must specify the applicable leasing option under which the equipment is being leased.
- (b) Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
  - i. Any lease executed by the Government shall be on the basis that the known requirements exceed the initial leasing term of twelve (12) months, or the remainder of the fiscal year. Due to funding constraints, however, the Government cannot normally commit to a longer term at the commencement of the lease. In order to permit the exercise of renewal options granted to the Government under the lease, the total leasing term will be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the Government exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Government to a renewal.
  - ii. All orders for leasing automatically terminate on September 30 of the contract term; however, ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Such notice to renew shall not bind the Government. The Government has the option to renew each year at the original lease monthly charge in effect at the time the leasing order is placed, until the completion of the leasing agreement. If the Government exercises its option to renew, the leasing order, as renewed, shall include an option to renew until the expiration of the leasing agreement.
  - iii. Cross-year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place a schedule contract order for leasing for a period up to the expiration of its period of

appropriation availability, or the expiration of the contract period whichever comes first, notwithstanding the intervening fiscal years.

- (c) In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased equipment by the Contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.
- (d) GSAR 552.232-23 Assignment of Claims is incorporated herein by reference as part of this pricelist. The ordering agency contracting officer may approve the assignment of claim for a lease in accordance with FAR 32.304-5. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.

(e) Ordering Procedures:

(1) When a Government ordering office expresses an interest in leasing a product(s), the ordering office will provide the following information to the prospective vendor:

- (i) Which product(s) is (are) required.
- (ii) The required delivery date.
- (iii) The proposed term of the lease.
- (iv) Where the equipment will be located.
- (v) Description of the intended use of the equipment.

(2) The lessor will respond with:

- (e) (i) Whether the lessor can provide the required equipment.
- (ii) The estimated residual value of the equipment.
- (iii) The monthly payment based on the rate and the initial and residual values of the equipment.
- (iv) The estimated cost, if any, of applicable State or local taxes.
- (v) A confirmation of the availability of the equipment on the required delivery date.
- (vi) Extent of warranty coverage, if any, of the leased products.

#### 4. MAINTENANCE AND INSTALLATION

- (a) Maintenance and installation, when applicable, may be included in the Lease payment. Alternatively, with written consent of lessor, lessee may purchase installation and/or maintenance services from a Third Party or perform installation and/or service maintenance itself. In either event, basic maintenance must be in effect for the Term of the Lease for all Equipment under this agreement. If Third Party installation and/or maintenance is used, lessee shall furnish evidence of such installation and/or maintenance to lessor.
- (b) The maintenance rate and terms and conditions will be at the rates and terms and conditions as stated in the monthly maintenance section of Special Item No. 132-3 of this contract. Maintenance rates and terms and conditions during subsequent renewal periods of this contract will be those of the prevailing GSA Schedule contract in force and effect during the renewal periods throughout the terms of the agreement.
- (c) Installation rates and terms and conditions will be at the rate and terms and conditions of the prevailing GSA Schedule contract in effect.
- (d) The Government shall keep records of the location of the Equipment and use best efforts to provide the Lessor with thirty (30) days written notice of any intended relocation of the Equipment, and all expenses of the relocation shall be paid by the Lessee including transportation and reinstallation at the new site. Lease payments shall continue even if the Government relocates Equipment.

#### 5. MONTHLY PAYMENTS

- a. Prior to the placement of an order under this Special Item Number, the Government ordering office and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: \_\_\_\_\_  
  
For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.  
  
The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).
- c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering agency and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. above.
- d. The purchase option price will be the fair market value of the product. The payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership.

In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment.

Payments shall be made to a bank or financing company of Lessor 's choice. The Government acknowledges that the bank or financing company does not assume GTSI 's obligations hereunder, and agrees to make all payments owed to Lessor without abatement.

#### 6. LEASE END/DISCONTINUANCE OPTIONS

Upon written notice, at least thirty (30) days prior to expiration of the lease term, and provided the Government is not in default, the Government may:

- (a) exercise the purchase option set forth in the lease (5.d above);
- (b) enter into a new lease agreement (5.c above);
- (c) to renew the term of the Lease. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased equipment. A new residual value shall be negotiated for the renewed lease and new lease payments shall be computed
- (d) return the equipment to the Contractor at the expiration date of the lease pursuant to paragraph 12.
- (e) The Government shall request a confirmation the shipping address not later than 15 calendar days prior to the return of the products.
- (f) The Contractor shall conduct a timely inspection of the returned products and within 30 days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

#### 7. UPGRADES AND ADDITIONS

- (a) The Government may affix or install any accessory, addition, upgrade, equipment or device on the equipment ("additions") provided that such additions:
  - (i) can be removed without causing material damage to the equipment;
  - (ii) do not reduce the value of the equipment; and
  - (iii) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

- (b) Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the Government shall remove any additions which:
  - i. were not leased from the Contractor, and
  - ii. are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.
- (c) Any Additions which are not so removable will become the Contractor's property (lien free).

8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

9. TITLE

During the lease term, equipment shall always remain the property of the Contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the Contractor.

10. TAXES

The Contractor is responsible for all state and local taxes

11. DISCONTINUANCE AND TERMINATION

Notwithstanding the provisions of 3.b(1) and (2), equipment leased under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (l) Termination for the Government's convenience.

12. RETURN OF EQUIPMENT

Within thirty (30) days after the date of expiration or termination of leasing agreement, the Government shall, at its own risk and expense, have the equipment packed for shipment in accordance with the Contractor's specifications and shall return the equipment to the Contractor at the Contractor's facility nearest to the Government location, in the same condition as when delivered, ordinary wear and tear excepted.

Upon request by the Government and at the Government's expense, the Contractor shall assist in the deinstallation and packing of equipment so terminated or discontinued. Such services, if required, are outside the scope of the contract.

**OPTION 2**

To the extent an offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the Government's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the Government's financial obligation including any potential charges for early end of the lease.

1. Leasing Price List Notice

"The ordering agency is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions prior to ordering and obligating funding for a lease."

## 2. Statement Of Government Intent

(a) The Government and the contractor understand that a delivery issued pursuant to this SIN is a lease arrangement. In that regard, the Government, as lessee, intends to fulfill that agreement and is not entering into such agreement for the purpose of acquiring the use of the equipment for a period of time shorter than the term of the lease. The Government upon issuance of any delivery order pursuant to this SIN contemplates the use of the equipment for the term of the lease specified in such delivery order (the "Lease Term"). Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment specify the equipment being leased, and the terms of the transaction as required other sections of the SIN.

(b) Each Government ordering office placing a delivery order under the terms of this SIN intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the needs of the Government for the equipment or functionally similar equipment continues to exist and funds are appropriated.

## 3. Lease Term

(a) Any lease is executed by the Government on the basis that the known requirement for such equipment exceeds the initial based period of the delivery order which is typically 12 months or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DAR) 2323.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

Where an ordering agency's specific appropriation authority provides for funds in excess of a fiscal year period, the ordering office may place a delivery order for a period up to the expiration of the Lease Term to the expiration of the period of availability of the multiple-year appropriation, or the expiration of the schedule contract whichever is earlier, notwithstanding any intervening fiscal years. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the Government. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the Government exercises its rights hereunder to acquire title to the equipment license prior to such expiration date. Renewal delivery orders shall not be issued for less than all of the equipment and /or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds

(b) The Government at its discretion may exercise each option to extend the term of the lease through the lease term. Any extension will be for all, but not less than all, of the equipment, at lease charges set forth in the initial delivery order. The Government shall provide the lessor with written notice of exercise of each renewal option as soon as practicable, but in no event later than (10) business days after the Government receives notice of availability of fiscal year appropriations from the appropriate legislative or other elected authority of the Government.

(i) Rental or Step Leases may be cancelled, or not renewed, at the end of each fiscal year at no cost to the Government. For all other leases, the Government may cancel or not renew such leases under these SINs at no cost, pursuant to a Termination for non-Appropriation as defined herein. In any other event, the ordering agency contracting officer may either terminate the relevant delivery order for default or termination for convenience with FAR clause 52.212-4 paragraphs (l) and (m).

(ii) The termination for convenience at the end of a fiscal year allows for separate charges for the early end of the lease. In the event of termination for the convenience of the Government, the Government will not be liable for any amount beyond the order's cancellation ceiling. The separate charges under the termination for convenience clause must reasonably represent the value of the work actually performed at the termination of the lease based on the shortened term.

## 4. Lease Termination:

The Government acknowledges and agrees that it has specifically elected the Lease Term of the relevant delivery order. The lessor (and assignee, if any) relied on the Government's representation of its intent to fulfill the full Lease Term in to determine the monthly lease payments calculated herein.

(a) **Termination for Convenience of the Government:** Leases entered into under this schedule may not be terminated except by the ordering agency's contracting office responsible for the delivery order in accordance with clause 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for convenience of the Government*. The costs charged to the Government as the result of any Termination for Convenience of the Government must be reasonable and may not exceed the amount specified as available for contract performance, plus the cancellation ceiling.

(b) **Termination for Non-Appropriation:** The ordering agency reasonable believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be

available to the ordering agency. Therefore, it is unlikely that leases entered into under the SIN will terminate prior to the full Lease Term. Nevertheless, the ordering agency's contracting officer may cancel or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment; or (b) there is a continuing need, but adequate funds have not been made available to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Government will promptly notify the lessor, and the equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated. Substantiation to support a cancellation for non-appropriation shall be provided to the lessor upon request. (c) **Termination/Cancellation charges:** At the initiation of the lease, termination ceilings will be established for each year of the lease term. The cancellation ceiling is a limit on the amount that a contractor may claim from the Government on the termination for convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Government received for the work performed at cancellation based upon the shorter lease term. No cancellation cost will be associated with the expiration of the lease term.

(d) **Termination at no cost.** Rental or step lease do not include any termination charges for early end of the lease. For all other leases, at any time, lessors may offer no cost cancellation at the end of each fiscal year.

#### 5. Assignment of Lease

The agency ordering contracting officer may approve the assignment of claim for a lease in accordance with FAR 32.304-5. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.

#### 6. Other Lease Conditions

(a) **Warranty:** The lessor will be responsible for fulfilling warranty responsibility equal to or better than that provided for new equipment as described in the schedule contract for the equipment.

(b) **Risk of Loss or Damage:** The lessor shall be responsible for the risk of loss or damage to the equipment, unless such loss or damage was due to the fault or negligence of the Government. At the lessor's option, the lessor shall repair or replace the equipment.

(c) **Government Rights under Lease:** The Government does NOT waive and performance requirements, warranty rights nor other contract or statutory rights, such the right to set off payments against other Government debt, as a part of the lease. The Government's acceptance of an assignment of a lease, does not waive any of the Government contra

integrated packages such as MS Office are to be installed, one service code (925-608) must be used for each application contained with the package. In this example, MS Office contains a total of four applications (Excel, Word, PowerPoint and Mail). Therefore, four service codes (925-608) should be ordered to cover the installation of this package onto one CPU.

(d) Technical Support

- (i) Technical Support. End user technical support is available Monday through Friday, 8:00 a.m. to 6:00 p.m. Eastern Standard Time (EST). The telephone number is (800) 333-GTSI.

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY FOR HARDWARE

- (a) The manufacturer warranty periods shown in the pricelist will begin on the date of acceptance. GTSI (or its designee) will furnish all maintenance, machine adjustments, repairs and parts at a GTSI designated location beginning from the date of acceptance and extending for the periods of time defined in the price pages of this pricelist.
- (b) All parts replaced during the warranty period shall become the property of GTSI (or its designee).
- (c) Prior to the expiration of the warranty period, whenever equipment is shipped for repair or mechanical replacement purposes, the cost of ground transportation to GTSI's service department shall be the responsibility of GTSI. This warranty shall apply to the replacement machine from the date of delivery. For equipment being returned from overseas installations, GTSI will pay for the freight charges via ground transportation from the point of entry within the continental United States.
- (d) GTSI will, at its option, repair or replace the equipment and bear the cost of returning the equipment to the Government's location. For equipment being returned to overseas installations, GTSI will pay for the freight charges via ground transportation to the point of exit within the continental United States.
- (e) GTSI shall be responsible for any damage or loss from the time the equipment is removed from the Government location until the equipment is returned to such location. In the case of equipment in overseas locations, GTSI shall be responsible for any damage or loss when the equipment is within the continental United States (either during transportation or repair).
- (f) This warranty does not apply if damage to the equipment is occasioned by the fault or negligence of the Government.
- (g) Inspection and repair of defective equipment under this warranty will be performed at GTSI's Service Center (Appendix F). The turnaround time for repair of defective equipment is three weeks after receipt at the GTSI Service Center. Before returning any product for repair, a service call must be made to GTSI's Technical Service Department at 800-333-4874 for issuance of a valid Service Reference Number and identification of the appropriate repair facility. Units sent in without this number will be returned at the Government's expense.
- (h) If a product is returned to GTSI for warranty repair and the returned unit does not require repair, GTSI may invoice the customer outside the scope of this contract for expenses incurred to test the equipment and for shipping charges to and from the customer location.
- (i) GTSI Desktop computers receive a one-year on-site warranty in CONUS locations. GTSI Desktop computers in OCONUS locations receive a one-year mail-back warranty (reference paragraph g above).

Options or peripherals purchased separately and installed within or connected externally to the computer receive the standard manufacturer's warranty.

#### 7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the Government will be charged will be the Government price in effect at the time the order is dated or the time the order is entered into GTSI's order system, whichever is lesser.

#### 8. RESPONSIBILITIES OF GTSI - TELECOMMUNICATIONS EQUIPMENT

GTSI 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 agency determines that Information Technology equipment will be replaced, the agency 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 FPMR 41 CFR part 101-46.

#### 10. PRODUCT RETURNS - GOVERNMENT OR GTSI ERROR

Product may be returned if an error was made in ordering by the Government or in shipment by GTSI as follows:

##### (a) Government Ordering Error

Returns will be accepted under the following conditions:

- (i) The return is requested within 30 days from the date of invoice
- (ii) The product is unused, unopened and is returned to GTSI in its original packaging
- (iii) All items originally shipped with the product including booklets, instruction manuals and warranty information, are returned with the product
- (iv) The Government agrees to pay a re-stock fee of 15% and pay for freight to return the shipment to GTSI
- (v) Returns are to be pre-approved by a GTSI Customer Support Representative available at (800) 459-GTSI. The Government shall be prepared to provide the invoice number, serial number(s), GTSI part number, product description and a brief synopsis of the problem to the Customer Support Representative.
- (vi) After GTSI Customer Support approval, a Return Authorization (R.A.) number will be assigned. The R.A. number must be clearly marked on the shipping label of the returned product. Any item received by GTSI without a Return Authorization will be returned to the sender.
- (vii) The Government shall ship the equipment to GTSI immediately after receipt of the Return Authorization (R.A.) number but no later than forty-five (45) days from the date of invoice.
- (viii) Returns will be inspected by GTSI. Any returns which fail to meet any of the above mentioned requirements in paragraph 10.a.1) will not be accepted by GTSI. The product will be returned to the Government, at the Government's expense, and the Government will retain full financial responsibility for payment per terms of the delivery order and this contract.

##### (b) GTSI Shipment Error

Returns will be accepted under the following conditions:

- (i) The return is requested within 30 days from the date of invoice
- (ii) The product is unused, unopened and is returned to GTSI in its original packaging
- (iii) All items originally shipped with the product including booklets, instruction manuals and warranty information, are returned with the product

- (iv) The Government agrees to pay a re-stock fee of 15% and pay for freight to return the shipment to GTSI.
- (v) Returns are to be pre-approved by a GTSI Customer Support Representative available at (800) 459-GTGI. The Government shall be prepared to provide the invoice number, serial number(s), GTSI part number, product description and a brief synopsis of the problem to the Customer Support Representative.
- (vi) After GTSI Customer Support approval, a Return Authorization (R.A.) number will be assigned. The R.A. number must be clearly marked on the shipping label of the returned product. Any item received by GTSI without a Return Authorization will be returned to the sender.
- (vii) The Government shall ship the equipment to GTSI immediately after receipt of the Return Authorization (R.A.) number but no later than forty-five (45) days from the date of invoice.
- (viii) Returns will be inspected by GTSI. Any returns which fail to meet any of the above mentioned requirements in paragraph 10.b.1) will not be accepted by GTSI. The product will be returned to the Government, at the Government's expense, and the Government will retain full financial responsibility for payment per terms of the delivery order and this contract.

(c) Defective Product

The manufacturer warranty applies to defective products. GTSI will not accept returns for defective product. See paragraph 6 "Warranty for Hardware" of this section.

## 11. RISK OF LOSS OR DAMAGE

FOB Destination - The Government is relieved from all risk of loss or damage to the equipment prior to the first day of acceptance (see paragraph 5), except when loss or damage is due to the fault or negligence of the Government.

FOB Origin - The Government is responsible for the risk of loss or damage to the equipment at point of shipment.

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

1. SERVICE AREAS

National Service. The on-site monthly maintenance rates listed in the maintenance section of the price pages are applicable to all Government locations within a fifty (50) mile radius of the cities listed in Appendix E (call GTSI on 1-800-333-GTSI for the most current listing). For locations outside the fifty (50) mile radius, on site maintenance may be available under this contract at the incremental charges outlined in Appendix G (call GTSI on 1-800-333-GTSI for availability).

2. MAINTENANCE ORDER

- (a) A written order, EDI order (GTSI OnLine,<sup>SM</sup> GSA Advantage! And FACNET), in the case of a credit card order, BPA's or BPO's a telephone order shall be the only basis for maintenance in accordance with the terms of this contract. GTSI shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals of 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 GTSI as prescribed in this paragraph, the order shall be considered to be confirmed by GTSI.
- (b) GTSI shall honor orders for maintenance for periods of at least six months (subject to the availability of funding). Maintenance orders for periods of less than six months are acceptable if the maintenance service effective date is the first day after expiration of the equipment's warranty. If the equipment was not under GTSI's warranty responsibility prior to the establishment of a maintenance contract or there has been a lapse between the warranty expiration and the desired effective date of maintenance service, in order to determine that the equipment is in good operating condition, it shall be subject to inspection by GTSI (or GTSI's authorized representative). Such inspections will be charged outside the scope of this contract. If the inspection reveals that the equipment is not in good operating condition and the Government desires placing the equipment under a maintenance contract, the costs necessary to place the equipment in proper operating condition are to be borne by the Government outside the scope of this contract. Maintenance service shall commence on the 1st or the 15th of the month which shall be written into the maintenance order.
- (c) Maintenance may be discontinued by the Government thirty (30) calendar days after written notice, or shorter notice when agreed to by GTSI - such notice to become effective thirty (30) calendar days from the date on the notification; however, the Government may extend the original discontinuance date upon written notice to GTSI, provided such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- (d) Annual Funding. When annually appropriated fiscal 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 or modification of a maintenance order citing the new appropriation shall be required if maintenance is to continue during any remainder of the contract period. Such renewal or modification must be received by GTSI by October 30th to prevent lapse of maintenance coverage.
- (e) Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for a contract period of twelve (12) months which may cross fiscal years, the ordering office may place an order under the schedule contract for a period up to the expiration of the contract period (despite the intervening fiscal year ending).
- (f) Ordering offices 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 office agrees, in advance, that additional repair personnel are required to effect repairs.

### 4. LOSS OR DAMAGE

When GTSI's service personnel removes equipment to his establishment for repairs, GTSI shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

### 5. SCOPE

- (a) GTSI will provide maintenance on designated equipment listed herein as may be requested by the Government 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 being placed under this maintenance service contract shall be in good operating condition.
  - (i) If the equipment was not under GTSI's maintenance or warranty responsibility prior to the establishment of a maintenance contract, in order to determine that the equipment is in good operating condition, it shall be subject to inspection by GTSI and such inspections will be charged on an open market basis.
  - (ii) Cost of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by GTSI, if such equipment was under its warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (iii) If the equipment was not under GTSI's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the Government on an open market basis.

### 6. RESPONSIBILITIES OF THE GOVERNMENT

- (a) Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under purview of this contract unless agreed to by GTSI.
- (b) Subject to security regulation, the Government shall permit access to the equipment which is to be maintained.
- (c) The Government will notify GTSI in writing, at least thirty (30) days in advance, of any proposed relocation of covered equipment and GTSI will determine whether the new location is eligible for maintenance coverage. GTSI may adjust its charges for servicing covered equipment based on the new location. See Appendix G.

### 7. RESPONSIBILITIES OF THE CONTRACTOR

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

### 8. MAINTENANCE RATE PROVISIONS

- (a) All service calls should be made to the GTSI Technical Service Department 800-333-GTSI.
  - i) On-Call Maintenance Service. GTSI will render maintenance service to keep the equipment in, or restore the equipment to, good working order. This maintenance service includes unscheduled, on-call

remedial maintenance. Maintenance may include lubrication, adjustments and replacement of maintenance parts deemed necessary by GTSI. Maintenance parts may or may not be manufactured by the original equipment manufacturer, may be altered to enhance maintainability, and may be new or reconditioned to perform as new. All maintenance parts will be furnished on an exchange basis, and the exchanged parts will become the property of GTSI. Maintenance service provided under this Special Item Number does not assure uninterrupted operation of the equipment.

ii) Availability. Maintenance is only available for products listed under Special Item Number 132-12. Maintenance for add-on products may be available outside the scope of this contract. Contact your Account Executive for further details.

(b) Regular Hours.

i) GTSI shall bear all costs of maintenance, including labor and parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that required repairs are not occasioned by fault or negligence of the Government. Repair of damage or increase in service time caused by accident, misuse, disaster, abuse, alterations, attachments, non-GTSI approved parts or repairs, failure to provide a suitable operating environment or the use of the machine for a purpose other than intended will be billed at the regular hourly rate.

ii) The basic monthly rates for each make and model of machine shall entitle the Government to remedial maintenance service during the principal period of maintenance, 8:00 AM to 5:00 PM, local time, CONUS, Monday through Friday, exclusive of holidays observed at the Government location.

iii) There shall be no additional charge for remedial maintenance requested during regular hours regardless of when such maintenance is performed unless the Government directs that the remedial maintenance be performed outside "Regular Hours".

iv) If GTSI responds to an on-site maintenance call and the failure is attributable to equipment not covered under the maintenance order, or operator or software error, GTSI may invoice the customer outside the scope of this contract for the time spent diagnosing the problem.

(c) After regular hours.

Should the Government require that remedial maintenance be performed outside of "Regular Hours", charges for such maintenance will be as indicated in Appendix G. A minimum of 2 (two) hours will be charged. Periods of less than one hour will be prorated to the nearest quarter hour.

(d) Premium Response Escalator

Premium response is available for an additional monthly charge. See Appendix G.

## 10. INVOICES AND PAYMENTS

### MAINTENANCE SERVICE

(a) 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).

i) 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

i) 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 Government 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.

## 10. LIABILITY FOR INJURY OR DAMAGE

GTSI shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by GTSI unless such injury or damage was due to the fault or negligence of GTSI.

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSE (SPECIAL ITEM 132-33) AND  
MAINTENANCE (SPECIAL ITEM 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 Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. 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.
  - i) With the exception of Sun products, all software furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects in the disk for a period of one (1) year (or longer period, if a greater length of time is provided commercially) beginning on the first day of acceptance (see definition of acceptance in paragraph 5 of "General Terms and Conditions Applicable to All Special Item Numbers"). All Sun software is guaranteed for defects in the diskette or CD for a period of 90 days beginning on the first day of acceptance.
  - ii) Except as otherwise provided by an express or implied warranty, GTSI will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SUPPORT

End user technical support is available Monday through Friday, 8:00 a.m. to 6:00 p.m. Eastern Standard Time (EST). The telephone number is (800) 333-GTSI.

4. SOFTWARE MAINTENANCE

Invoices for maintenance service shall be submitted by GTSI on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). Prompt payment discount, if applicable, shall be shown on the invoice.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- (a) The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- (b) Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- (c) Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- (d) Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office 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 offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or

maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. PRODUCT RETURNS - GOVERNMENT OR GTSI ERROR

Product may be returned if an error was made in ordering by the Government or in shipment by GTSI as follows:

(a) Government Ordering Error

(1) Returns will be accepted under the following conditions:

- (i) The return is requested within 30 days from the date of shipment
- (ii) The customer has contacted GTSI at 800-459-4274 to obtain a Return Authorization Number (RA).
- (iii) The product is unused and unopened
- (iv) The product is not obsolete or discontinued by the manufacturer
- (v) The product is not a special order item
- (vi) The product is returned to GTSI in its original packaging
- (vii) All items originally shipped with the product including booklets, instruction manuals and warranty information, are returned with the product
- (viii) The Government agrees to pay a re-stock fee of 15% and pay for freight to return the shipment to GTSI.

(2) Returns are to be pre-approved by a GTSI Customer Support Representative available at (800) 459-GTSI. The Government shall be prepared to provide the invoice number, serial number(s), GTSI part number, product description and a brief synopsis of the problem to the Customer Service Representative.

(3) After GTSI Customer Support approval, a Return Authorization (R.A.) number will be assigned. The R.A. number must be clearly marked on the shipping label of the returned product. Any item received by GTSI without a Return Authorization will be returned to the sender.

(4) The Government shall ship the equipment to GTSI within fourteen (14) days after receipt of the R.A. number.

(5) Returns will be inspected by GTSI. Any returns which fail to meet any of the above mentioned requirements in paragraph 5.a. 1) will not be accepted by GTSI. The product will be returned to the Government, at the Government's expense, and the Government will retain full financial responsibility for payment per terms of the delivery order and this contract.

(b) GTSI Shipment Error

(1) Returns will be accepted under the following conditions:

- (i) The return is requested within 30 days from the date of shipment
- (ii) The product is unused and unopened
- (iii) The customer has contacted GTSI at 800-459-4274 to obtain a Return Authorization Number (RA).
- (iv) The product is returned to GTSI in its original packaging
- (v) All items originally shipped with the product including booklets, instruction manuals and warranty information, are returned with the product

(2) Returns are to be pre-approved by a GTSI Customer Support Representative available at (800) 459-GTSI. The Government shall be prepared to provide the invoice number, serial number(s), GTSI part number, product description and a brief synopsis of the problem to the Customer Service Representative.

(3) After GTSI Customer Support approval, a Return Authorization (R.A.) number will be assigned. The R.A. number must be clearly marked on the shipping label of the returned product. Any item received by GTSI without a Return Authorization will be returned to the sender.

(4) The Government shall ship the equipment to GTSI within fourteen (14) days after receipt of the R.A. number.

- ...
- (5) Returns will be inspected by GTSI. Any returns which fail to meet any of the above mentioned requirements in paragraph 5.b (1) will not be accepted by GTSI. The product will be returned to the Government, at the Government's expense, and the Government will retain full financial responsibility for payment per terms of the delivery order and this contract.

7. UTILIZATION LIMITATIONS (132-33 AND 132-34)

- (a) Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- (b) When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:
- i) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - ii) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (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 agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency 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 agency'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 agency.
  - iii) Except as is provided in paragraph 8.b(2) above, the Government 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 government who have the Government'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 Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.
  - iv) The Government 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 Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government 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.
  - v) "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.

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

1. SCOPE

- (a) GTSI (or its designated training provider) shall provide classroom training normally available to its other customers, which is necessary to permit Government users to make full, efficient use of general purpose commercial IT products. Classroom training is restricted to training courses for those products within the scope of this solicitation.
- (b) GTSI shall provide training at GTSI's facility, one of its designated training provider's facilities and/or at the Government's location, as agreed to by GTSI and the Government.

2. ORDER

A written order, EDI order (GTSI OnLine,<sup>SM</sup> GSA Advantage!, 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. In the case of a credit card order, BPA's or BPO's a telephone order shall be the only basis for the purchase of classroom training in accordance with the terms of this contract. The written order shall include the student's name, course title, course date and time and the contracted dollar amount of the course.

3. TIME OF DELIVERY

GTSI or one of its training providers shall conduct classroom training on the date (time, day, month and year) agreed to by GTSI and the Government.

4. CANCELLATION AND RESCHEDULING

- (a) The Government will notify GTSI at least one week seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. GTSI will then permit the Government to either cancel the order or reschedule the classroom training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.
- (b) In the event the Government fails to cancel or reschedule a training course within the time frame specified in paragraph a. above, the Government will be liable for the contracted dollar amount of the training course. GTSI agrees to permit the Government 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 Government 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 Government, the Contractor must notify the Government at least seventy-two (72) hours before the scheduled training date

5. FOLLOW-UP SUPPORT

GTSI (or its designated training provider) agrees to provide each student with unlimited telephone support for the period of one (1) year from the completion of the training class. During this period, the student may contact the contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PURCHASE PRICE FOR CLASSROOM TRAINING

The purchase price that the Government will be charged will be the Government purchase price in effect on this GSA Schedule contract at the time of order placement, or the time the order is entered into GTSI's order system, whichever is lesser.

## 7. INVOICES AND PAYMENT

Invoices for classroom training shall be submitted by GTSI after Government completion of the training course. Charges for classroom 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 CLASSROOM TRAINING

- (a) The contractor (GTSI or its designated training provider) 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) For hands-on training courses, there must be a one-to-one assignment of computer workstations to students.
- (c) The contractor (GTSI or its designated training provider) shall provide each student with a Certificate of Training at the successful completion of each training course.
- (d) The contractor (GTSI or its designated training provider) shall provide the following information for each training course offered:
  - i) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - ii) The length of the course;
  - iii) Mandatory and desirable pre-requisites for student enrollment;
  - iv) The minimum and maximum number of students per class;
  - v) The locations where the course is offered;
  - vi) Class schedules; and
  - vii) Price [per student, per class (if applicable)]
- (e) For those courses conducted at the Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

## 9. LIABILITY FOR INJURY OR DAMAGE

GTSI (or its designated training provider) shall not be liable for any injury to the students, or damage to Government property arising from contractor-provided classroom training, unless such injury or damage is due to the fault or negligence of GTSI.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND  
ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

- a) The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b) The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

Additional terms and conditions applicable to Professional Services may be found in Appendix H

2. PERFORMANCE INCENTIVES

- a) When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c) To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d) The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- (a) When ordering services, ordering offices shall—
  - i) Prepare a Request (Request for Quote or other communication tool;
  - ii) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
  - iii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order

provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

- iv) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
- v) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(b) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

- (c) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be:
  - i) Provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(d) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

- (e) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—
- (f) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
  - i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
  - ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.
- (g) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- (h) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

...

- (i) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- (j) The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.
- (k) Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

#### 4. 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 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) Supplemental Ordering Option - Agencies may use written orders, EDI orders, credit card orders, blanket purchase orders, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Orders shall not extend beyond the end of the contract period.
- (c) 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.

#### 5. PERFORMANCE OF SERVICES

- (a) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- (b) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- (c) The Agency 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/EC 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.

#### 6. INSPECTION OF SERVICES

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

#### 7. RESPONSIBILITIES OF THE CONTRACTOR

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

#### 8. RESPONSIBILITIES OF THE GOVERNMENT

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

#### 9. INDEPENDENT CONTRACTOR

All IT/EC 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 Government.

...

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

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 Government contract, without some restriction on 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.

- (a) To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices 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/EC services. Progress payments may be authorized by the ordering office 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 Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

- (a) Supplemental terms for Invoices and Payment - Invoices for ADP Services shall be submitted by GTSI as soon as possible after completion of the work. Payment under blanket purchase orders will be made monthly or quarterly as agreed to between GTSI and the Government customer. Invoices shall be submitted separately to each Government office ordering services under the contract. Prompt Payment Discount, if applicable, shall be shown on the invoice.

## 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency in accordance with the guidelines set forth in the FAR.

## 15. APPROVAL OF SUBCONTRACTS

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

## 16. DESCRIPTION OF IT/EC SERVICES AND PRICING- contained in IT Schedule pricelist

**TERMS AND CONDITIONS APPLICABLE TO  
WIRELESS SERVICES  
(SPECIAL ITEM NUMBER 132-53)**

1. ACCEPTANCE

Equipment must operate in accordance with manufacturer's published specifications. The Government shall have thirty (30) days in which to operate the equipment to ensure the wireless services in the area are adequate for operation in accordance with the manufacturer's specifications. If, within the thirty (30) days, the Government deems the product and/or services to be inadequate, the Government has the option of returning the product for a full refund. Acceptance of all equipment and services delivered under this Contract shall be deemed to have occurred the first scheduled workday following receipt of the equipment and services by the Government unless the equipment or services have been damaged during shipment or are found upon receipt, to be defective in materials and/or workmanship. The Government is relieved of all risk of loss or damage prior to delivery of the equipment and services. The warranty period begins upon acceptance.

2. EQUIPMENT

GTSI shall make available wireless data devices and services. The devices and services offered shall be compatible with the wireless access standards employed within the geographical scope of contract. GTSI shall provide programming of any wireless device purchased off the GTSI GSA Schedule GS-35F-4120D, that conforms to the service furnished by the manufacturer of such device. GTSI 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.

3. WARRANTY

GTSI shall provide a warranty covering the wireless device and services in accordance with the warranty as stipulated in contract GS-35F-4120D, stated as follows:

The manufacturer warranty periods shown in the pricelist will begin on the date of acceptance. GTSI (or its designee) will furnish all maintenance, machine adjustments, repairs and parts at a GTSI designated location beginning from the date of acceptance and extending for the periods of time defined in the price pages of this pricelist.

All parts replaced during the warranty period shall become the property of GTSI (or its designee).

Prior to the expiration of the warranty period, whenever equipment is shipped for repair or mechanical replacement purposes, the cost of ground transportation to GTSI's service department shall be the responsibility of GTSI. This warranty shall apply to the replacement machine from the date of delivery. For equipment being returned from overseas installations, GTSI will pay for the freight charges via ground transportation from the point of entry within the continental United States.

GTSI will, at its option, repair or replace the equipment and bear the cost of returning the equipment to the Government's location. For equipment being returned to overseas installations, GTSI will pay for the freight charges via ground transportation to the point of exit within the continental United States.

GTSI shall be responsible for any damage or loss from the time the equipment is removed from the Government location until the equipment is returned to such location. In the case of equipment in overseas locations, GTSI shall be responsible for any damage or loss when the equipment is within the continental United States (either during transportation or repair).

This warranty does not apply if damage to the equipment is occasioned by the fault or negligence of the Government.

Inspection and repair of defective equipment under this warranty will be performed at a manufacturer designated repair center. The turnaround time for repair of defective equipment is in accordance with the manufacturer's standard practice. Before returning any product for repair, a service call must be made to the manufacturer for service support and repair procedures.

If a product is returned to GTSI for warranty repair and the returned unit does not require repair, GTSI may invoice the customer outside the scope of this contract for expenses incurred to test the equipment and for shipping charges to and from the customer location.

The warranty shall commence upon the later of the following:

Activation of the user's service

Installation/delivery of the equipment

GTSI, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If GTSI renders warranty service by replacement, the user shall return the defective item(s) to GTSI as soon as possible but not later than ten (10) working days after notification.

#### 4. MANAGEMENT AND OPERATIONS PRICING

GTSI shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as needed with provisions contained in GS-35F-4120D SIN 132-51.

#### 4. TRAINING

GTSI shall provide normal manufacturer commercial installation, operation, maintenance, and engineering interface training on the system as is common with the manufacturer's training practices for products and services of this type.

#### 5. MONTHLY REPORTS

In ACCORDANCE with commercial practices, End-User may request monthly use reports directly from the manufacturer and/or service provider.

#### 7. WIRELESS SERVICE PLAN

- (a) Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

Wireless services to send and receive email and messages as well as synchronize tasks and contacts with PC. Includes a wireless handheld device with integrated email/organizer software, PC charging/docking cradle, PC synchronization software, with optional server software, single mailbox integration and flat-rate airtime. End-to-end security system whereby all email remains encrypted at all points between the desktop PC and the handheld device. Nationwide services provided via wireless data networks in the United States and Canada. These networks offer broad coverage, nationwide roaming, fast messaging and reliable delivery. Even if your handheld is turned off or temporarily out of coverage, messages will be stored and forwarded automatically when re-entering coverage area.. Email hardware devices can not function without airtime services. Therefore, it is highly recommended that hardware be purchased with an airtime contract.

- (b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

The wireless plans offered include unlimited airtime, twenty-four hours a day, seven days a week. Roaming and long distance charges do not apply.

- (c) Describe corporate volume discounts and eligibility requirements.

Does not apply.