

# AUTHORIZED FEDERAL SUPPLY SERVICE

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

Code			Category
FSC Class	7010-0001	:End User Computer	G
	7010-0002	:Optical Disk Systems	K
	7010-0003	:Laptop/Portable/Notebook End User Microcomputer	H
	7025-0004	:Printers (ADP)	A
	7025-0006	:Local Area Network Equipment & Accessories	J
	7025-0009	:Interactive Hardcopy	A
	7025-0010	:Other ADP Input/and Storage Devices	C

### Special Item Numbers:

132-3	Leasing of Commercial IT Equipment
132-8	Purchase of Commercial IT Equipment
132-12	Maintenance of Commercial IT Equipment
132-51	Information Technology Professional Services

**Emtec Federal Inc**  
**11 Diamond Road**  
**Springfield, New Jersey 07081**  
**Telephone: (973) 376-4242            (800) 800-8805**

**Contract Number: GS-35F-4564G**  
**Contract Period: 1 April 1997 thru 30 April 2009**

**General Services Administration**  
**Federal Supply Service**

This Authorized ADP Schedule Price list is also available on the GSA Advantage at <http://www.fss.gsa.gov> . A direct number will be provided in the future, for non-internet users. For DOD/DSN, the number will be 294-0521.  
Agencies can browse GSA Advantage by accessing the Internet World Wide Web utilizing a browser (ex:Netscape).



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# 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 ([ww.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)) contains 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, the Commonwealth of Puerto Rico and overseas U.S. Government installations. The service area of this contract is the 48 contiguous states and the District of Columbia.

#### 2. Contractors Ordering Address and Payment Information

- a. Equipment orders may be placed with Emtec Federal Inc at any of the locations listed in appendix B in this document.

##### Payment Addresses

Emtec Federal Inc  
P.O. Box 8500 (S-42005)  
Philadelphia, PA 19178

**Notice:** In addition, Bank Account information for Wire Transfer Payments will be shown on invoice.

##### Government Credit Cards

Government Credit Cards are accepted by Emtec Federal Inc within the limitations established by each ordering agency.

#### 3. Liability for Injury or Damage

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

4. **Statistical Data for Government Ordering Office Completion of Standard Form 279**

11 Diamond Road, Springfield, NJ 07081  
DUNS No: 06-429-9332 TAX ID No: 221-913-563  
CAGE CODE: 3Y916 CEC 186 908 82F

14121 Parke Long Court, Suite 112 Chantilly, VA 20151  
DUNS No: 932-797-814 TAX ID No: 221-913-563  
CAGE CODE: 1M9B9 CEC 186 908 82F

5. **F.O.B. Point**

F.O.B. Destination: Emtec Federal Inc offers FOB destination to all points within the 48 contiguous states and the District of Columbia. For final delivery to points outside this area the purchasing authority will be responsible for freight and freight charges from the embarkment point within the 48 contiguous states and the District of Columbia.

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

1. name of individual to contact for order questions or clarification
2. customer commercial phone number with country and city code
3. customer facsimile number
4. 220 volt equipment is available from Emtec Federal Inc within the scope of this contract.

a. **APO DELIVERIES**

Emtec Federal Inc will ship to APO addresses provided the Agency pays by the use of the Government Credit Card. Emtec Federal Inc will not retain liability for delivery to the end user and will be considered to have fulfilled its obligation for delivery upon receipt to the local (to Westwood) United States Postal facility.

Emtec Federal Inc will also ship to APO addresses provided the Agency places the order via the GSA Advantage with the Bill-To Address listed as the GSA Kansas City Payment Office.

b. **RESTOCKING FEES**

Emtec Federal Inc reserves the right to charge a restocking of 5% (of sale price) to Agencies who order product in error. In addition to the restocking fee, the Agency will be responsible for paying the freight to return the product to Westwood.

Prior to returning the product, the Agency must receive a RMA number from Emtec Federal Inc. Returns will not be authorized for product that is not in the original packaging and remains unused. Credit for returned merchandise will not be issued until the product has been received, unpacked, and inspected at Emtec Federal Inc Headquarters.

6. **COMMERCIAL DELIVERY SCHEDULE(Multiple Award Schedule)**

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

Shipment will be made within 30 days of receipt of order unless Westwood is subject to manufacturer imposed delays. Every effort will be made to notify the ordering agency as to any delay at the time of receipt of order.

b. **EXPEDITED DELIVERY TIMES:** Any item in inventory can be subject to expedited delivery. Shipments of items in inventory can be made within two (2) days of receipt of order. The only charges for this service will be the actual shipping charges for the mode of shipment specified by the ordering agency. Wherever possible, the charges will be billed directly to the agency by the freight carrier.

c. **OVERNIGHT AND 2-DAY DELIVERY TIMES:** Any item in inventory can be subject to overnight or 2-day delivery. Such orders will be subject to a handling fee of \$20.00 per individual Purchase Order. In addition the freight carrier will bill actual shipping charges directly to the ordering agency.

d. **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 the 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) 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. All prices quoted in this solicitation are net prices (discounts have already been calculated) quoted to the government.

b. Prompt payment discount of 1% 20 net 30 from receipt of invoice is offered. Purchases made via Government Credit Cards do not qualify for prompt payment discount.

c. Educational discounts may be offered as promotional prices if these prices result in an overall lower price to the GSA.

## **8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED**

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

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

Available outside scope of this contract.

## **10. SMALL ORDER REQUIREMENTS**

The minimum order value accepted under this contract is \$50.

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

a. Special Item Number 132-3 – Leasing of Equipment

The maximum dollar value per order for all leased equipment will be \$500,000.

b. Special Item Number 132-8 – Purchase of Equipment

The maximum dollar value per order for all purchased equipment will be \$500,000.

c. Special Item Number 132-12 – Repair Parts/Spare Parts

The maximum dollar value per order for all repair parts/spare parts will be \$10,000.

d. Special Item Number 132-51 – Information Technology (IT) Professional Services

The maximum dollar value per order for all IT Professional services will be \$500,000.

**NOTE:** Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts).

**12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.** In accordance with FAR 8.404:

**[NOTE:** Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SIN's.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with Federal Supply Schedule Contractor.
  
- 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!<sup>TM</sup>" 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—

(1) Review additional Schedule Contractors' 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, and 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 BPA's is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPA's to establish accounts with Contractors to fill recurring requirements. BPA's 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 INFORMATION TECHNOLOGY/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 Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

#### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS) :**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Offices, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

#### **13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS) :** Telecommunication

Products under this Schedule that do not conform to Federal telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

**14. SECURITY REQUIREMENTS.** In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, 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. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is lessor.

**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 52.212-4, paragraphs (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:

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

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

## **17. PURCHASE OF 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 (non-contract) items.

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements, which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

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

Areas located outside the 48 contiguous states and the District of Columbia are exempted from the terms and conditions relating to installation, maintenance and repair of equipment.

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

## **20. YEAR 2000 WARRANTY – COMMERCIAL SUPPLY ITEMS**

"Year 2000 compliant" means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

The Contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.

The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made know to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may other wise have under this contract with respect to defects other than Year 2000 performance.

## **21. BLANKET PURCHASE AGREEMENTS (BPAs)**

Federal Acquisition Regulation (FAR) 13.201 (a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts' with qualified sources of supply." 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 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 the 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.

## **22. CONTRACTOR TEAM ARRANGEMENTS**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.

**TERMS AND CONDITIONS APPLICABLE TO LEASE  
OF COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
(SPECIAL ITEM 132-3)**

**LEASE TYPES**

The Government will consider proposals for the following lease types:

- a. Lease to Ownership
- b. Lease to Option to Own, and
- c. Step Lease

Orders for leased products must specify the leasing type:

**OPTION 1:**

**1. STATEMENT**

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering Office intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product 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 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

**2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS**

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies.
  - (1) The base period of any order for any lease executed by the Government shall be for the duration of the fiscal year. All Government renewal options under the lease shall be specified on 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 right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Government to a renewal.
  - (2) All orders for leasing shall automatically terminate on September 30, unless the Ordering Office notifies the Contractor in writing thirty (30) calendar days prior to expiration of such orders of 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 rate in effect at the time the order is placed. This rate applies for the duration of the order. If the Government exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering office, or as specified in the initial order. No termination fees shall apply if the Government does not exercise an option.
- b. Crossing Fiscal Years Within Contract Period. When an Ordering Office has specific authority to cross fiscal years with annual appropriations, the ordering Office may place an order under this option to lease products for a period up to the expiration of its

period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

### **3. DISCONTINUANCE AND TERMINATION**

Notwithstanding any other provision relating to this SIN, the ordering Office may terminate products leased under this agreement, at any time during the fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (l) Termination for the Government's convenience, or (m) Termination for cause. Additionally, no termination for cost of fees shall be charges for non-renewal of an option.

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### **OPTION 2**

To the extent an Offeror wished to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering office'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 office is responsible for the obligation of funds consistent with applicable law. Agencies are advised to reviews the lease terms and conditions contained in the price list prior to ordering and obligating funds for a lease.

#### **2. STATEMENT OF GOVERNMENT INTENT**

(a) The Government and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the Ordering Agency, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the Ordering Agency's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering office placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering office for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from ordering office concerning the essential use of the products,

#### **3. LEASE TERM**

(a) The date on which the ordering office accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering office and the Contractor.

(b) Any lease is executed by the Ordering Office on the basis that the known requirement for such product exceeds the initial base 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 (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

- (c) The total Lease Term will be specified in each delivery order, including any relevant renewal options to 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 product prior to such expiration date. The ordering office, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the initial delivery order. Delivery orders under this SIN shall not be determined to obligate succeeding fiscal year funds. The ordering office shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.
- (d) Where an ordering office's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering office may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

#### **4. LEASE TERMINATION.**

- (a) The Ordering Agency must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the Government's representation of its intent to fulfill the lease Term to determine the monthly lease payments calculated herein.
  - (i) The Government may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering office's contracting officer may either terminate the relevant delivery order for cause of Termination for Convenience in accordance with FAR 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 (see paragraph (d) below) In the event of termination for the convenience of the Government, the Government may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- (b) Termination for Convenience of the Government: Leases entered into under this option may not be terminated except by the ordering office's contracting officer responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), Termination for Convenience of the Government. The cost charged to the Government as the result of any Termination for Convenience of the Government must be reasonable and may not exceed the sum of the fiscal year's payment obligation less payments made to date of termination plus Termination Ceiling.
- (c) Termination for Non-Appropriation: The ordering office reasonably believes that the bona fide need will exist for the entire Lease Term and correspondence funds in an amount sufficient to make all payment for the Lease Term will be available to the ordering office. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering office's contracting officer may terminate 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 for the product or functionally similar product; or )b) there is a continuing need, but adequate funds have not been made available to the ordering office in an amount sufficient to continue to make the lease payments. If this occurs, the Government will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

- (d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by 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 termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Government received for the work performed based on the shorter lease term. No Termination for Convenience costs will be associated with the expiration of expiration of the lease term.
- (e) At the order level, the ordering office may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

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**LEASE PROVISIONS COMMON TO  
ALL TYPES OF LEASE AGREEMENTS**

The following terms and conditions are applicable to any lease awarded under this contract regardless of type or option

**1. ORDERING PROCEDURES**

(a) When an Ordering Office expresses an interest in leasing a product(s), the Ordering Office will provide the following information to the prospective Contractor:

- (i) Which product(s) is (are) required
- (ii) The required delivery date.
- (iii) The proposed lease plan and term of the lease.
- (iv) Where the product will be located.
- (v) Description of the intended use of the product.
- (vi) Source and type of appropriations to be used.

(b) The Contractor will respond with:

- (i) Whether the Contractor can provide the required product.
- (ii) The estimated residual value of the product (lease with Option to Own and Step Lease only).
- (iii) The monthly payment based on the rate.
- (iv) The estimated cost, if any, of applicable State or local taxes. State and local person property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (v) A confirmation of the availability of the product on the required delivery date.
- (vi) Extent of warranty coverage, if any, of the leased products.
- (vii) The length of time the quote is valid

(c) The Ordering Office may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the Ordering Office does not issue a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

## **2. ASSIGNMENT OF CLAIMS:**

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The Ordering Office's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 232.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

## **3. PEACEFUL POSSESSION AND UNRESTRICTED USE:**

In recognition of the types of products available for lease and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of a bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product 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.

## **4. COMMENCEMENT OF LEASE:**

The date on which the Ordering Office accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

## **5. INSTALLATION AND MAINTENANCE**

a. Installation and maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the Government to obtain installation and maintenance from a qualified source. The Government may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The Government may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the Government to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in his contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties

## **6. MONTHLY PAYMENTS**

a. Prior to the placement of an order under this Special Item Number, the Ordering Office and the Contractor must agree to 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 (pre-stated purchase option price at the conclusion of the lease) 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.

c. To determine the initial lease term payment, the Contractor agrees to apply the negotiated factor to the agreed upon base value:

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 Office 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 6.b above.

d. The purchase option price will be the fair market value of the product or payment will be based upon unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

**NOTE:** At the ordering level, ordering office may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

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

## **7. LEASE END/DISCONTINUANCE OPTIONS:**

a. Upon expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the Government will return the Product to the Contractor unless the Government by 30 days written notice elects either:

(i) to purchase the product for the residual value of the product, or

(ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation – The Government may relocate products to another location within the Government with prior written notice. No other transfer, including sublease, is permitted. Government shall not assign, transfer or otherwise dispose of any products, or interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

c. Returns:

(i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the Government shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental U.S., in the same condition as when delivered, ordinary wear and tear excepted. Any expense necessary to return the products to good working order shall be at the Government's expense

(ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

(iii) Product will be returned in accordance with the terms and conditions and in accordance with Contractor instruction.

- (iv) With respect to software, the Government shall state in writing to the Contractor that it has:
  - (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
  - (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
  - (3) has no ability to use the returned software

**8. UPGRADES AND ADDITIONS:**

a. The Government may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

- (1) can be removed without causing material damage to the product;
- (2) do not reduce the value of the product; and
- (3) 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 term, the Government shall remove any additions which:

- (1) were not leased from the Contractor, and
- (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

(c) Any additions that are not so removable will become the Contractor's property (lien free).

(d) Leases of additions and upgrades must be co-terminus with that of the product.

**9. RISK OF LOSS OR DAMAGE:**

The Government is relieved from all risk of loss or damage to the products during periods of transportation, installation, and during the entire time the product is in possession of the Government, except when loss or damage is due to fault or negligence of the Government. The Government shall assume all risk of loss or damage to the product during relocation, (i.e., moving the product from one Government location to another Government location to another Government location), unless the Contractor shall undertake such relocation.

**10. TITLE:**

During the lease term, product shall always remain the property of the Contractor. The Government shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The Government shall have no right or interest in the software and related documentation except as provided in the license and lease. Upon the Commencement Date of the Lease Term, the Government shall have an encumbered license to use the software for the Lease Term. The Government's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the Government will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease to Ownership or has otherwise paid the applicable purchase option price.

**10. TAXES:**

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of product furnished hereunder. The Government will be invoice for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1, State and Local Taxes, the Government agrees to pay tax or provide evidence necessary to support an exemption from the tax.

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

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it was intended by its manufacturer.

**2. ORDER**

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

For credit card orders and **BPA's**, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

F.O.B. Destination – Emtec Federal Inc offers FOB destination to all points within the 48 contiguous states and the District of Columbia. For final delivery to points outside this area the purchasing authority will be responsible for freight charges from the embarkation point within the 48 contiguous states and the District of Columbia.

**4. INSTALLATION AND TECHNICAL SERVICES**

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment. The contractor's technical personnel shall be available to the Government, for a fee of \$125.00 per hour, at the Government's location to install the equipment. Unless otherwise indicated all items are self installable.

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

The requisitioning activity issuing the task order against this contract will be responsible for proper administration of the Federal labor standards covered by the Davis-Bacon Act. The proper David-Bacon wage determination will be issued by the ordering activity at the time a request for quotation is made for applicable construction classified installation, deinstallation and reinstallation services under SIN 132.8

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

## **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 reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## **6. WARRANTY**

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

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose intended by the manufacturer.

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

d. If inspection and repair of defective equipment under this warranty will be performed at the contractor's plant, the address is as follows:

Emtec Federal Inc  
11 Diamond Road  
Springfield, NJ 07081

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

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

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

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

## **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an 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 the FPMR (41 CFR part 101-46).

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

**1. SERVICE AREAS**

a. The maintenance and repair service rates listed herein are applicable to any Government location within a 50-mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the Government installation site, the repair services will be performed at the Contractor's plant below:

Emtec Federal Inc  
11 Diamond Road  
Springfield, NJ 07081

**2. MAINTENANCE ORDER**

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

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

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

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

e. Cross-year Funding within Contract Period. Where an ordering 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.

f. Ordering offices should notify the Contractor in writing (30) 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/SPARE PARTS ORDERS**

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPA's), 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 the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

### **5. SCOPE**

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the Government agency during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall subject to inspection by the Contractor, without charge to the Government.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to borne by the Government, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

### **6. RESPONSIBILITIES OF THE GOVERNMENT**

a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained or repaired.

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

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the 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. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Government.

### **b. REGULAR HOURS**

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

### **c. AFTER HOURS**

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

### **d. TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Government location and the Contractor's service area, the charge will be in accordance with the rates established in paragraph 9 (Repair Service Rate Provisions).

### **e. QUANTITY DISCOUNTS**

Quantity discounts are not offered

## **9. REPAIR SERVICE RATE PROVISIONS**

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

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

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

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

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

(2) AT THE GOVERNMENT LOCATION (Within Established Service Areas)

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

(3) AT THE GOVERNMENT LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of .30¢ per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the Government location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the Government location or at the Contractor's shop.

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

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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

REPAIR SERVICE RATES

<u>LOCATION</u>	<u>MINIMUM CHARGE*</u>	<u>REGULAR HOURS PER HOUR**</u>	<u>AFTER HOURS PER HOUR**</u>	<u>SUNDAYS &amp; HOLIDAYS PER HOUR</u>
CONTRACTOR'S SHOP	\$55.00	\$55.00	\$82.50	\$137.50
GOVERNMENT LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	\$80.00	\$80.00	\$120.00	\$160.00
GOVERNMENT LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	\$120.00	\$120.00	\$180.00	\$240.00

\*MINIMUM CHARGES INCLUDE 1 FULL HOURS ON THE JOB.

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

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

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated 01/01/98, at a discount of 10% from such listed prices.

**11. GUARANTEE/WARRANTY-REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS**

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 30 days.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either, as spares or repairs parts will be guaranteed/warranted for a period 30 days.

**12. INVOICES AND PAYMENTS**

a. Maintenance Service

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

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

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each 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. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE

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

**1. SCOPE**

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and or at the Government location, as agreed to by the Contractor and the ordering office.

**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 IT professional services (SIN 132-51) that are require a statement of work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

The GSA has determined that the rates for IT professional 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-

(1) Prepare a Request (Request for Quote or other communication tool):

(i) 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.

(ii) The request should include the statement of work and request the contractor to submit either a firm-fixed price or a ceiling price to provide the service 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 hourly 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 material orders.

(iii) The request for proposal for may request the contractors, if necessary or appropriate, submit a project plan for performing the task and information on the contractor's experience and or past performance performing similar tasks.

(iv) The request for proposal 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 acceptability of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request for proposals shall notify the contractors will be the case.

(2) Transmit the Request to the Contractors:

(i) 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, hourly rates and other factors such as contractor's 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 SINs 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.

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

(3) 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 8.4.04)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPA's) 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 BPA's ordering offices shall –

(1) Inform contractors in the request for proposal (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 for 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 contractor can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (3)(ii)(B) above, and then place the order with the schedule contractor that represents the best value.

(2) **Reviewing 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)

(c) 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.

(d) 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 represent the best value. (See FAR 8.404)

The ordering office at a minimum, should document orders by identifying the contractor the services were purchased from, 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' proposals 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.

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. 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 Contractor guarantees the satisfactory completion of the IT Services performed under the task order and that all contract personnel utilized in the performance of IT/EC services under the task order shall have the education, experience, an expertise as stated in the task order.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per them 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.

## **11. 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.

## **12. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

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

"Contractor and its affiliates" and " refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, an 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 (1) result in an unfair competitive advantage to the Contractor or its affiliates (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the 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 contract. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering 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 (FE 1997) (Alternate 11 (JAN 1986)) at FAR 52-232-7 applies to labor-hour orders placed under this contract.

## **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, within consent before placing any subcontract for furnishing any of the work called for in a task order.

EMTEC FEDERAL INC  
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JOB TITLES & DESCRIPTIONS

**PC Technician II**

Bench technician proficient in unboxing, configuration, burn-in, set-up, diagnostic performance and bench hardware of microcomputers. Technician has field experience and user interaction. Associates Degree in Computer Science or engineering/vendor certifications.

**PC Specialist III (Team Lead)**

Individual with extensive experience in the PC environment including terminal emulation and stand-alone systems. Capabilities include hardware technician skills, applications loading, single-user operating systems, installation, PC troubleshooting, maintenance, diagnostics and repair. Extensive experience in LAN/WAN and a wide knowledge base of user applications. Excellent communication and leadership skills. Minimum 3 years work experience in the computer field or a Bachelors Degree in a Technical/Math/Engineering Discipline.

**LAN Technician II**

Extensive experience in a LAN environment, and background in Network troubleshooting, maintenance and diagnostics. Some background in problem management, Routers, Switches, Hubs, or Bridges. Maybe certified, but certification not required. CNE or comparable work experience, with a minimum of 3 years work experience in the computer/networking field.

**LAN Technician III**

Extensive experience in a LAN environment, and background in Network troubleshooting, maintenance and diagnostics. Some background in problem management, Routers, **Switches**, Hubs, or Bridges. Must have certification, such as CCNA, CCDA, A+, or other equivalent. Familiarity with racking and wireless networks is desirable, and a minimum of 5 years work experience in the computer field.

**Systems Manager**

Individual with extensive systems experience. Proficient in system upgrade, user and security additions, hardware and software troubleshooting and systems documentation. Monitors utilization and capacity. Minimum 3 years experience with systems administration and a Bachelors Degree in a Technical/Math/Engineering Discipline. Additional work experience can be substituted for the degree.

**Network Engineer I**

Senior level engineer with extensive hardware, software operating system and LAN product knowledge. Expertise includes WAN, LAN to LAN and LAN to host connectivity. Familiarity with racking, wireless networking, VPN, Frame Relay, ATM, VoIP, or other network specializations is strongly desirable. A minimum of 3 years work experience in the computer/networking field with an Associated Degree in a Technical/Math/Engineering Discipline is required. Additional work experience can be substituted for the degree.

**Network Engineer II**

Senior level engineer with extensive hardware, , software operating system and LAN product knowledge. Expertise includes WAN, LAN to LAN and LAN to host connectivity. This engineer has extensive design experience, as well as an excellent knowledge of overall networking technologies and experience in the PC, mainframe and/or mini environment. CNE, CCNA, CCDA, A+ or comparable MS Certification is required. Strong Familiarity with racking, wireless networking, VPN, Frame Relay, ATM, VoIP, or other network specializations is required. A minimum of 5 years work experience in the computer/networking field with an Associates/Bachelors Degree in a Technical/Math/Engineering Discipline is required. Additional work experience can be substituted for the degree.

**Systems Administrator (Formerly UNIX Systems Administrator)**

Individual with extensive experience in the configuration and administration of Windows/UNIX systems. Knowledge of Windows NT/2000/XP, LINUX, SCO-UNIX, HP-UX, SOLARIS, AIX, or other UNIX Operating Systems is required. Knowledge of LAN/WAN environments preferred. Knowledge of corporate applications, such as Exchange, SQL, Notes, Oracle, or other recommended. Knowledge of High Availability, NAS/SAN, and Server Clustering is desirable. Minimum of 3 years work experience with systems and an Associates Degree in a Technical/Math/Engineering Discipline is required. Additional work experience can be substituted for the degree.

**Database Administrator (Formerly Web Site Administrator)**

Individual with detailed experience in the development and maintenance of databases, e-commerce systems, and websites, Background should include ISP experience, development of portals, development and maintenance of the e-commerce and application server pages (ASP). Familiarity with JAVA, PERL, CGI, VBScript, XML, HTML, COLD Fusion, and other web coding schema is necessary. Minimum of 3 years work experience in either website development or ISP hosting environment. Associates/Bachelors Degree in Management Information Systems/Computer Science/Engineering is highly recommended. Additional external certifications are recommended.

**Project Manager/Director**

Senior level engineer/manager with a minimum of 5 years experience within the required discipline(s). BA/BS required in management or computer related field. Individuals with at least 5 years in management and 10 years experience may use work experience in lieu of degree. Masters/MBA desired.

**IT Specialist I**

Individual with basic knowledge of computer hardware/software. Familiarity with equipment configurations, industry standard terminology, and excellent written/verbal skills. Experience in a diagnostic/help desk environment preferred.

**IT Specialist II**

Individual with detailed knowledge of computer hardware/software. Familiarity with equipment configurations, industry standard terminology, and excellent written/verbal skills. Experience in preparation of computer hardware/software specifications, as well as in a diagnostic/help desk environment required. Associates Degree in Information Technology, Computer Science, Business Management, or Engineering preferred. A minimum of 3 years experience in information technology may be substituted for the degree.

### **IT Specialist III**

Individual with detailed knowledge of computer hardware/software, and operating systems. Familiarity with equipment configurations, industry standard terminology, disk/tape subsystems, and excellent written/verbal skills is essential. Experience in preparation of computer hardware/software specifications, benchmark testing, technology evaluations and cost/benefit analysis as well as in a diagnostic/help desk environment required. Bachelors Degree in Information Technology, Computer Science, Business Management, or Engineering preferred. A minimum of 5 years experience in information technology may be substituted for the degree or some combination of experience with a degree.

### **Graphic Analyst I**

Individual with basic knowledge of computer hardware/software. Familiarity with graphics, and use of computers and IT in a graphical environment. Experience in a design, drafting, graphic media environment preferred.

### **Graphic Analyst II**

Individual with detailed knowledge of computer hardware/software. Familiarity with graphics, and use of computers and IT in a graphical environment, including Adobe Photoshop (or equivalent). Experience in a design, drafting, graphic media environment required. Skilled in IT configuration and presentation for evaluation, benchmarking, and quality control testing. Associates Degree in Graphical Arts, Information Technology, Computer Science, Business Management, or Marketing preferred. A minimum of 3 years experience in a related field may be substituted for the degree.

### **Graphic Analyst III**

Individual with detailed knowledge of computer hardware/software, computer graphics (2D/3D), and website environments. Familiarity with computer graphics (including digital photography and digital video), and use of computers and IT in a design/marketing environment, including Adobe Photoshop and Visual Studio (or equivalents). Experience in a design, drafting, marketing, expositions, website, or graphic media environment required. Skilled in IT configurations and presentation for expositions, product evaluations, demonstrations, benchmarking, and quality control testing. Bachelors Degree in Graphic Arts, Information Technology, Computer Science, Business Management, or Marketing preferred. A Minimum of 5 years experience in a related field may be a substituted for the degree or some combinations of experience with a degree.

### **Database / e-Commerce Engineer**

Individual with detailed experience in the development and maintenance of databases, e-commerce systems, and websites. Background should include ISP experience, development of portals, development and maintenance of e-commerce and application server pages (ASP). External training and/or certification in DB2, Informix, Oracle, SQL, or equivalent required. Strong familiarity with JAVA, PERL, CGI, VBScript, XML, HTML, Cold Fusion, and other web coding schema in necessary. Associates/Bachelors Degree in Management Information Systems/Computer Science/ Engineering is required. Minimum 5 years work experience in database or e-Commerce is required.

### **Test Engineer I**

Junior level engineer with experience in IV&V (Independent Verification & Validation) of computer hardware/software configurations. Alternately experience in information assurance and quality control testing. Familiarity with simulation, controlled environment testing, diagnostic failure testing and MTTR/MTBF calculations. Associated Degree in Computer Science/Engineering or related field preferred. A minimum of 5 years experience in a related field may be substituted for the degree or some combination of experience with a degree.

### **Test Engineer II**

Senior level engineer with experience in IV&V (Independent Verification & Validation) of computer hardware/software configurations. Alternately experience in information assurance and quality control testing. Familiarity with simulation, controlled environment testing, diagnostic failure testing and MTTR/MTBF calculations. Bachelors Degree in Computer Science/Engineering or related field preferred. A minimum of 7 years experience in a related field may be substituted for the degree or some combination of experience with a degree.

### **Test Engineer III**

Senior level engineer with experience in IV&V (Independent Verification & Validation) of computer hardware/software configurations, as well as experience in information assurance and quality control testing. Strong familiarity with test lab design, computer modeling and simulation, controlled environment testing, diagnostic failure testing and MTTR/MTBF calculations. Bachelors Degree in Computer Science/Engineering or related field required. A minimum of 10 years experience in a related field may be substituted for the degree or some combination of experience with a degree.

### **CS Specialist I**

Individual with detailed knowledge of computer security. Familiarity with equipment configurations, industry standard terminology, and excellent written/verbal skills. Experience in preparation of computer security specifications, firewalls, encryption, virtual private networks (VPN), as well as in a diagnostic/help desk environment required. Seminar and training experience is desired. Associates Degree in Information Technology, Computer Science, Business Management, or Engineering preferred. A minimum of 7 years experience in a related field may be substituted for the degree or some combination of experience with a degree.

### **CS Specialist II**

Individual with extensive knowledge of computer security, and operation systems. Familiarity with equipment configurations, industry terminology, network security applications, firewalls, encryption subsystems, and excellent written/verbal skills is essential. Experience in preparation of computer security specifications, benchmark testing, technology evaluations and cost/benefit analysis as well as in a diagnostic/help desk environment required. Seminar and training experience is required. Bachelors Degree in Information Technology, Computer Science, Business Management, or Engineering preferred. A minimum of 10 years experience in a related field may be substituted for the degree or some combination of experience with a degree.

### **CS Engineer**

Senior level individual with extensive knowledge of computer security, network environments and operating systems with a minimum of 5 years experience with the computer security discipline(s). Familiarity with equipment configurations, industry standard terminology, network security appliances, firewalls, encryption subsystems, and excellent written/verbal skills is essential. Experience in preparation of computer security specifications, implementation/installation of computer security systems, benchmark testing, technology evaluations and cost/benefit analysis required. Seminar and training experience is required. Bachelors Degree in Information Technology, Computer Science, Business Management, or Engineering required. Individuals with a least 15 years related experience may use work experience in lieu of degree.

**CS Manager**

Senior level engineer/manager with a minimum of 7 years experience within the computer security discipline(s). Seminar and training experience is required. BA/BS required in management or computer related field. Individuals with at least 5 years in management and 15 years related experience may use work experience in lieu of degree. Masters/MBA desired.

**Database / e-Commerce Manager**

Senior level engineer/manager with a minimum of 10 years experience within the database, e-commerce, website discipline(s). Seminar and training experience is required. BA/BS required in management or computer related field. External technical certification(s) is required. Individuals with at least 5 years in management and 15 years related experience may use work experience in lieu of degree. Master/MBA desired.

**EMTEC FEDERAL INC  
PROFESSIONAL SERVICES**

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**HOURLY RATES**

<b>POSITION</b>	<b>Minimum 6 Month Commitment</b>	<b>Minimum 40 Hour Commitment</b>	<b>Minimum 4 Hour Commitment</b>
PC Technician II	43	47	51
PC Specialist III (Team Lead)	59	64	69
LAN Technician II	89	97	104
LAN Technician III	101	109	118
Systems Manager	91	99	107
Network Engineer I	113	123	132
Network Engineer II	125	136	146
Systems Administrator	107	116	125
Database Administrator	77	84	90
Project Manager/Director	119	129	139
IT Specialist I	32	35	38
IT Specialist II	39	43	47
IT Specialist III	63	69	75
Graphic Analyst I	28	31	34
Graphic Analyst II	33	37	41
Graphic Analyst III	49	53	57
Database / e-Commerce Engineer	113	123	132
Test Engineer I	85	95	105
Test Engineer II	113	123	132
Test Engineer III	125	136	146
CS Specialist I	113	123	132
CS Specialist II	125	136	146
CS Engineer	137	149	160
CS Manager	149	162	174
Database / e-Commerce Manager	159	174	189

All rates quoted are based on a 40 hour Monday-Friday work week. Travel time is included in the base rate for all projects performed within 25 miles of the attached location listing. Travel to areas outside this radius will be negotiated on a case by case basis. Work required in excess of 40 hours per week or on Saturdays will be billed at 1½ times the effective hourly rate. Work required on Sundays and/or national holidays will be billed at 2½ times the effective hourly rate.

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**The hourly bill rates previously submitted are applicable within 25 miles of the following cities. Beyond the 25-mile radius, travel expenses may be incurred. These situations will be handled case by case.**

Allentown, PA	Fort Worth, TX	Richmond, VA
Anaheim, CA	Harrisburg, PA	Rochester, NY
Atlanta, GA	Hartford, CT	Rosemont, IL
Austin, TX	Houston, TX	Sacramento, CA
Baltimore, MD	Indianapolis, IN	Saddle Brook, NJ
Bloomington, MN	Kansas City, KS	San Diego, CA
Boise, ID	Long Island, NY	San Jose, CA
Boca Raton, FL	Los Angeles, CA	San Francisco, CA
Boston, MA	Manhattan, NY	Seattle, WAS
Boulder, CO	Miami, FL	Southbury, CT
Charlotte, NC	Minneapolis, MN	Stamford, CT
Chicago, IL	Milwaukee, WI	St. Louis, MO
Cincinnati, OH	Orlando, FL	Tampa, FL
Cleveland, OH	Philadelphia, PA	Troy, MI
Colorado Springs, CO	Phoenix, AZ	Washington, DC
Dallas, TX	Pittsburgh, PA	Woodland Hills, CA
Denver, CO	Plano, TX	
Detroit, MI	Portland/Vancouver, OR	
Edison, NJ	Raleigh, NC	

## INSTALLATION AND INTEGRATION CHARGES

<u>PART NUMBER</u>	<u>PRICE</u>	<u>TYPE OF SERVICE</u>
GNGSA998	\$30.00	INTEGRATION, EXTERNAL DEVICE
GNGSA999	\$60.00	INTEGRATION, CPU
GNGSA997	\$30.00	INSTALLATION, SOFTWARE PACKAGE
GNGSA996	\$125.00	INSTALLATION, HARDWARE

**INTEGRATION per External Device:** This applies to printer, plotters and any other external device that uses an RS-232C, USB, IEEE-1394, or IEEE-1284. Application of asset tags, either customer supplied or Westwood produced will also be considered as Integration of an external device. This item must be ordered for each device requiring integration. External devices, other than asset tags, are tested for correct operation by completing the internal self test. If sold with CPU Integration, a communication test will be performed. This service is only performed at Westwood Headquarters in Springfield, NJ and is not available on site. External devices that require a specialized interface card are tested during a System Integration

**INTEGRATION per CPU:** Order part number GNGSA999. This part number applies to CPU's only and must be ordered along with each CPU requiring integration. One monitor per CPU will be tested as part of this integration. The operating system (non-networking), if ordered will be installed onto the systems having a hard drive. All options are installed into the CPU and wherever possible verification of correct operation is obtained by performing the appropriate vendor diagnostics. This service is only performed at Westwood Headquarters in Springfield, NJ and is not available on site.

**INTEGRATION per SOFTWARE PACKAGE:** Order part number GNGSA997. For systems requiring integration prior to installation of software part number GNGSA999 must be ordered. The service must be separately ordered for each software package being integrated, excepting multiple software packages which may be loaded via a customer supplied "master image". In those instances the "master image" will be considered one software package. Each package will be installed on the hard drive in its own directory within the guidelines of the manufacturer's standard installation procedures, excepting those software packages installed via a "master image" which will be installed as per the image. This service is only performed at Westwood Headquarters in Springfield, NJ and is not available on site.

**INSTALLATION – ON –SITE PER UNIT:** Order part number GNGSA996. This may be ordered for on-site installation of CPU's, printers and/or external devices and must be ordered for each unit to be installed. System units and monitors are unpacked, set-up and tested at the end users desk or table. Printers and peripheral devices are unpacked, connected to the CPU and tested for correct operation. This service must be ordered per unit and is available only with a fifty (50) mile radius of Westwood's Headquarters location in Springfield, NJ. On-site system installation cannot be used in place of equipment integration. Integration is not a prerequisite to installation if integration is not required to make the system operational. Integration beyond the fifty (50) mile radius is available outside the scope of this contract.

**EMTEC FEDERAL INC  
SALES OFFICE AND SERVICE POINT DIRECTORY**

**Corporate Offices**

11 Diamond Road  
Springfield, NJ 07081  
(973)376-4242  
(800)800-8805  
(973)376-8846 (FAX)

**Service Location**

11 Diamond Road  
Springfield, NJ 07081  
(973)376-4242  
(800)800-8805  
(973)376-8846 (FAX)

**Regional Sales Offices**

**SALES OFFICE, NEW YORK**

Emtec Federal Inc  
352 Seventh Avenue  
New York, NY 10001

Main: (212) 379-8355  
Fax: (212) 379-8356

**SALES OFFICE, VIRGINIA**

Emtec Federal Inc  
14121 Parke Long Court  
Suite 200  
Chantilly, VA 20151

Main: (703) 961-1125  
Fax: (703) 961-1126

**SALES OFFICE, COLORADO**

Emtec Federal Inc  
560C Autumn Crest Drive  
Colorado Springs, CO 80919

Main: (719) 964-3017

**SALES OFFICE, UTAH**

Emtec Federal Inc  
1319 Swinton Lane  
Farmington, UT 84025

Main: (801) 451-4559

**SALES OFFICE, ARIZONA**

Emtec Federal Inc  
14175 West Indian School Road  
Suite B4, PMB 444  
Goodyear, AZ 85338-8494

Main: (623) 256-6041  
Fax: (623) 256-6042

**SALES OFFICE, TEXAS**

Emtec Federal Inc  
12002 Yarbrough Drive  
Austin, Texas 78748

Main: (512) 291-5646  
Cell: (512) 563-3851

**SALES OFFICE, NORTH CAROLINA**

Emtec Federal Inc  
5715 Oakcrest Green Drive #109  
Charlotte, NC 28217

Main: (704) 965-6430  
Fax: (800) 341-3591

**SALES OFFICE FLORIDA**

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3214 Silver Lake Ct  
Kissimmee, FL 34744

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Fax: (646) 383-7779

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