

**Information Technology Schedule Pricelist  
General Purpose Commercial Information  
Technology Equipment, Software and Services**

- Special Item No. 132-8 Purchase of Equipment**
- Special Item No. 132-12 Maintenance & Repair Service**
- Special Item No. 132-33 Perpetual Software Licenses**
- Special Item No. 132-34 Software Maintenance**
- Special Item No. 132-50 Training Courses**
- Special Item No. 132-51 IT Professional Services**

**SIN 132-8 Purchase of Equipment**

**FSC Class 7010 - System Configuration:** End User Computers/Desktop Computers, Professional Workstations, Servers, Laptop/Portable/Notebook Computers

**FSC Class 7025 - Input/Output and Storage Devices:** Display, Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens, Network Equipment, Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage, Other Input/Output and Storage Devices not Elsewhere Classified.

**FSC Class 7042 – Mini and Micro Computer Control Devices:** Communications Security Equipment

Note: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

**SIN 132-12 Maintenance of Equipment & Repair Service**

(FPDS Code J070 - Maintenance and Repair Service)

**SIN 132-33 Perpetual Software Licenses**

**FSC Class 7030 - Information Technology Software:** Large Scale Computers & Microcomputers; Operating System Software, Application Software, Utility Software

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

**SIN 132-34 Software Maintenance**

**SIN 132-50 – Training Courses For Information Technology Equipment And Software**

(FPDS Code U012)

**SIN 132-51 – IT Professional Services**

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D308 Programming Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D316 IT Network Management Services

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**FedTek, Inc.**  
**Parkway Professional Building**  
**12700 Black Forest Lane, Suite 202**  
**Woodbridge, VA 22192**  
**703-551-4718**  
**Fax: 703-670-7800**  
**[www.FedTek.com](http://www.FedTek.com)**

GSA Schedule Number: GS-35F-4794H  
Period Covered by Contract: 10/19/97 - 10/20/07

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! By accessing the Federal Supply Service's Home Page via Internet at <http://www.fss.gsa.gov>

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

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

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

2. Contractor's Ordering Address and Payment Information:

FedTek, Inc.  
Parkway Professional Building  
12700 Black Forest Lane, Suite 202  
Woodbridge, VA 22192

Government Commercial Credit Cards will be accepted for payment. In addition, bank account information for wire transfer payments will be shown on the invoice.

Below are the telephone number(s) that can be used by ordering agencies to obtain technical and/or ordering assistance.

(703) 551-4718

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 29:

Block 9: G. Order/Modification Under Federal Schedule  
Block 16: Contractor Establishment Code (DUNS) 17-680-0324  
Block 30: Type of Contractor – B. Other Small Business  
Block 31: Woman-Owned Small Business – Yes  
Block 34: RESERVED  
Block 36: Contractor’s Taxpayer Identification Number (TIN) – 54-1820725

4a. CAGE Code: 08JH9

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

5. FOB: Destination

6. DELIVERY SCHEDULE

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

Special Item Number	DELIVERY TIME (DAYS ARO)
132-8	30
132-33	30
132-12, 132-34 & 132-51	As negotiated
Compellent:	15

(b) URGENT REQUIREMENTS

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the contractor for the purpose of obtaining accelerated delivery. The contractor shall replay to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the contractor in writing.) If the contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts:

- a. Prompt Payment: **Net 30 Days**
- b. Seneca Data - for quantities over 50, an additional 2% discount
- c. Government Educational Institutions receive the same pricing as all other Government customers.

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basis 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: Beyond the scope of this contract.

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.

11. Maximum Order: (All dollar amounts are exclusive of any discount for prompt payment.)

The maximum order value for the following SINs is \$500,000:

- a. Special Item 132-8 – Purchase of Hardware
- b. Special Item 132-33 – Perceptual Software License
- c. Special Item 132-51 – IT Professional Services
- d. Special Item 132-12 – Maintenance and Repair Service

The maximum order value for the following SIN is \$25,000:

Special Item 132-50 – Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIS 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 (NIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone (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 (NIS), 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 D.C. 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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 OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

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

#### 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:

None

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

#### 20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

#### 21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

#### 22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

#### 23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: [www.fedtek.com](http://www.fedtek.com)

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL AUTOMATIC DATA  
PROCESSING EQUIPMENT  
(SPECIAL ITEM 132-8)**

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

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

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

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

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

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

- 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. See pricing pages for individual manufacturer warranties.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the 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:

Compellent:  
1491 Poinsettia Dr.  
Vista, CA 92083

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, or the Government purchase price in effect on the installation date (or deliver date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an agency determines that Information Technology equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding Disposition of Information Technology Excess Personal Property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND REPAIR SERVICE  
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)  
(SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

a. The maintenance rates listed in the pricing section of this pricelist are applicable to any Government location. Repair Service for Seneca Data products is depot service only.

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (SIN 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice, or shorter notice shown 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 thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering office agrees, in advance, that additional repair personnel are required to effect repairs. Seneca Data equipment is returned to the manufacturer for repair.

#### 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 be 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 condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

#### 6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering Activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the Ordering Activity shall permit access to the equipment which is to be maintained or repaired.

#### 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 Ordering Activity 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 Ordering Activity.
- b. **REGULAR HOURS.**  
The basic rate for each make and model of equipment shall entitle the Ordering Activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the Ordering Activity location.
- c. **AFTER HOURS**



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 Ordering Activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #8, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO  
PERPETUAL SOFTWARE LICENSE (SPECIAL ITEM 132-33) AND  
MAINTENANCE (SPECIAL ITEM 132-34) OF  
GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. All warranties are passed through from the manufacturer. Contact FedTek for additional information.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Ordering Activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The contractor, without additional charge to the Ordering Activity, shall provide a hot line technical support number 703-551-4718 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 a.m. to 4 p.m. EST.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

**NetIQ Products:** Call 1-800-739-7888 for support.

Standard Maintenance:

- Esupport
  - Knowledgebase
  - Product Community Website
  - Community Newsgroups
  - Notification Service
  - Quarterly Technical Product Newsletter
- Support Services
  - Telephone Support (during normal business hours)
  - Email Support (Targeted 4 hour response during normal business hours)
  - 4 Named Contacts
- Product Maintenance
  - Hot-fixes
  - Service Packs
  - New Versions

- Access to Beta Product
- Premium Maintenance:
- Esupport
  - Knowledgebase
  - Product Cummunity Website
  - Community Newsgroups
  - Notification Service
  - Quarterly Technical Product Newsletter
- Support Services
  - Telephone Support - 24 x 7 (after business hours, 1 hour targeted response time available for severity 1 critical issues)
  - Email Support (Targeted 4 hour response)
  - Remote Diagnosis and Debug
  - 10 Named Contacts
- Product Maintenance
  - Hot-fixes
  - Service Packs
  - New Versions
  - Access to Beta Product

**Rendition Networks Products:**

Phone support may be accessed at 888-876-4626 (for Basic service plan customers) or 888-992-4626 (for High Availability service plan customers only).

Customers may use the phone support to log incidents of any severity. All calls will be initially answered by an answering service. During normal business hours (5 am – 5 pm PST), they will page the on-call engineer and mail [support@renditionnetworks.com](mailto:support@renditionnetworks.com). After hours and on the weekends, the on-call engineer will be paged only for customers who have purchased 7x24 support.

Rendition Networks offers two levels of support: Basic and High-Availability. Basic support is available from 5am to 5pm, PST from M-F, excluding Holidays. High-Availability support is available 24 hours a day, 7 seven days a week for high-priority issues. Customers may upgrade from Basic to High-Availability support at any point in their contract; contact your sales representative for details.

<b>BASIC SUPPORT</b>		
<b>Severity</b>	<b>Time</b>	<b>Response Time</b>
S1 & S2	5 am – 5pm PST, M – F	Call returned within two hours, at most.
S3 – S5	5am – 5 pm PST, M – F	Call returned same business day
S1 & S2	After hours & weekends	Call returned by 10am PST, next business day
S3 – S5	After hours & weekends	Call returned by noon, PST, next business day
<b>EXTENDED SUPPORT</b>		
<b>Severity</b>	<b>Time</b>	<b>Response Time</b>
S1 & S2	5 am – 5pm PST, M – F	Call returned within two hours
S3 – S5	5am – 5pm PST, M – F	Call returned same business day
S1 & S2	After hours & weekends	Call returned within two hours
S3 – S5	After hours & weekends	Call returned by 9am, PST, next business day

There are five levels of Incident Severity that range from emergency (S1) to feature request (S5). These Severities govern both the resolution method and response times for open tickets. It is

Rendition Networks' policy to let customers set the severity level of their ticket. As a guide, we suggest the following:

S1	A problem with TrueControl has caused a portion of the user's network to become unreachable
S2	TrueControl is completely unavailable
S3	A function or portion of TrueControl is unusable and no work-around exists
S4	A feature is unusable but a work-around exists.
S5	Feature request / enhancement

Web-based support: Issues with a severity 3, 4, or 5 may be reported at <http://tickets.renditionnetworks.com> and will receive the same attention as issues reported via phone.

**Aprisma Products:**

Technical support is available 24 hours a day, 7 days a week at 877-428-6324.

Software maintenance includes proactive email notification to provide updates of patches, technical bulletins and technical tips, robust self-help web support, E-mail support, remote troubleshooting, software upgrades and updates.

- b. Payment in advance to the Contractor, on an annual basis, of the maintenance charges then in effect for the software licensed to the Ordering Activity based on its then-current licensed accounts.

**Centrify:**

Centrify offers two distinct levels of customer support and maintenance to meet your company's specific needs. Our Standard and Premium packages are designed to provide you with the right level of support to fit your organization's size and specific activities.

With our **Standard Package**, you can expect:

- Support by phone and email.
- Access to the Centrify Self-Service Web Portal to access case tracking, Solution Articles, and other resources.
- Two designated support contacts.
- An escalation process to provide the support you need.
- Online product updates and patch downloads.

Our **Premium Package** builds on our Standard Package by taking Priority 1 case availability to the next level with 24x7x365 support. With the Premium Package you also get two additional designated support contacts (for a total of four).

Purchasing any of the Support packages entitles you to product updates at no additional charge during the term of the maintenance contract for all Centrify products licensed and covered by maintenance.

You can obtain the latest versions of Centrify software through our Self-Service Web Portal:

[www.centrify.com/support](http://www.centrify.com/support)

### **Symphoniq:**

Patches, bug fixes and operational support for all released products. Technical services are available from 9 am to 5 pm PST at 1-650-213-8889.

### **Sirana Software**

Unlimited technical support by email or telephone. In addition, all software updates, including both major and minor releases, are included.

#### 5. PERIODS OF MAINTENANCE (132-34)

- a. The contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the Ordering Activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

#### 6. UTILIZATION LIMITATIONS – (132-33 and 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Government, commercial computer software and relation documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the contractor, unless otherwise specified.
  - (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's data base. For Government public domain databases, User Agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The User Agency will take appropriate action by instruction, agreement, or otherwise, to protect the contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the User Agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the User Agency.

- (3) Except as is provided in paragraph 11(ii) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtain without restrictions.
- (4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recover, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the contractor's standard commercial restricted rights legend but the schedule contract and schedule pricelist including this clause, "Utilization Limitations" are the only governing terms and condition, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The contractor shall include under this paragraph 9.a complete description defining software application(s) and a list of equipment on which the software can be used.

See pricing section of the pricelist.

Included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING

Not available

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

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit Ordering Activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the Ordering Activity's location, as agreed to by the Contractor and the Ordering Activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Ordering Activity.

4. CANCELLATION AND RESCHEDULING

a. The Ordering Activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the Ordering Activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Ordering Activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the Ordering Activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the Ordering Activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Ordering Activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The Ordering Activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Ordering Activity, the Contractor must notify the Ordering Activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the Ordering Activity will be charged will be the Ordering Activity training price in effect at the time of order placement, or the Ordering Activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Ordering Activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None.

## NetIQ Training Courses

**Understanding Reports: Reporting Center**

**Part Number STR-CS-URRC**

**Product Covered:**

WebTrends Reporting Center, All Editions

**Duration:** 2 Days

**Location:** Customer Site

**Min/Max Number of Students:** Minimum of 1 Student, Maximum of 30

**Prerequisites:** None

**Description:** This workshop is designed to help customers maximize the value of Reporting Center by teaching end users how to effectively use the information in Reporting Center reports. An experienced WebTrends consultant will review report data with you and your business users to teach you what the statistics mean and why they are important to you. You will learn to make e-business decisions based on the report data that will help you tailor your promotions and content to reach your customers more effectively. You will also review the capabilities of the software, so you are familiar with customization options and ways to design your web site for better trackability.

**GSA Price: \$5,691.97**

**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 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 ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) (Deviation - May 2003) 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) (Deviation - May 2003) 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 (Deviation - May 2003) Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

## 9. INDEPENDENT CONTRACTOR

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

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

### a. Definitions.

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

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

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

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

## 11. INVOICES

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

## 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

## 13. RESUMES

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

## 14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

## **IT Professional Services Pricing**

<b>Part Number</b>	<b>Labor Category</b>	<b>GSA Price</b>
PROSERV-HD	Help Desk Specialist	\$60.46 per hour
PROSERV-NSE	Network/Storage Engineer	\$151.14 per hour
PROSERV-SITC	Senior IT Consultant	\$439.31 per hour
PROSERV-SSE	Sr. Software Engineer	\$188.92 per hour
PROSERV-SSIE	Sr. System/Software Integration Engineer	\$201.52 per hour

### **Labor Category – Position Descriptions**

#### **Help Desk Specialist**

##### **Functional Responsibility**

Serves as the initial point-of-contact for troubleshooting hardware/software, PC, and printer problems. Provides phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed under this contract or predecessors.

##### **Minimum Education/Experience**

Bachelor's Degree or equivalent. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. Experience in in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and software applications. Experience as the first point-of-contact for troubleshooting hardware/software, PC, and printer problems.

#### **Network\Storage Engineer**

##### **Functional Responsibility**

Under supervision performs a variety of network/storage engineering tasks which are broad in nature and are concerned with the design and implementation of integrated networks, including personnel, hardware, software and support facilities and/or equipment.

1. Plans and performs network/storage research, design development, and other assignments in conformance with network/storage design, engineering and customer specifications.
2. Responsible for the technical/engineering part of a project.
3. May perform other duties as assigned.

##### **Minimum Education/Experience**

Bachelor's Degree or equivalent and 3 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, one (1) year of general experience is required. With a PhD, no experience is required.

## **Sr. IT Consultant**

### **Functional Responsibility**

Technical subject matter expert for enterprise-wide system management tools and operations. Broad understanding of complex, multi-platform information technology (IT) infrastructure operation, hardware, software, processes and tools. Develops detailed design documents for multiple platform three tiered client server environments. Architect solutions for systems management tools and oversees project implementation. Conducts formal and informal reviews at pre-determined points throughout the development life cycle. Provides technical and administrative direction for personnel performing systems development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure Ordering Activity standards/requirements are adhered to, and for progress in accordance with schedules. Coordinates with the Project Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives.

### **Minimum Education/Experience**

Bachelor's Degree or equivalent and 2 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, no experience is required.

## **Sr. Software Engineer**

### **Functional Responsibility**

Under general supervision, engineer's software solutions based upon client requirements. Generally, have one or more Software Engineers on staff and heads up projects that make use of commercially available or custom Computer Aided Software Engineering (CASE) tools as required.

1. Engineer's software solutions based upon client requirements.
2. Supervises a staff of Software Engineers as required.
3. Manages projects that make use of commercially-available or custom CASE tools as required.
4. Develops technical documentation detailing the project design parameters.
5. May perform other duties as assigned.

### **Minimum Education/Experience**

Bachelor's Degree or equivalent and 8 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, six (6) years of general experience is required. With a PhD, 4 years of general experience is required.

## **Sr. System/Software Integration Engineer**

### **Functional Responsibility**

Act as a lead in defining and executing system and software integration engineering activities within a project. These activities may consist of concept exploration and assessment, systems integration, systems of systems integration, performance management, technology assessment, testing and validation, and development and staffing of a systems integration plan.

1. Performs concept exploration and assessment, systems integration, systems of systems integration, performance management, technology assessment, testing, validation, software deployment and integration.
2. Development and staffing of a systems integration/software management plan.
3. Analyzes and develops technical documentation detailing the system/software integration performance.
4. Engineers software solutions based upon clients requirements.

### **Minimum Education/Experience**

Bachelor's Degree or equivalent and 12 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, 10 years of general experience is required. With a PhD, 8 years of general experience is required.

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE  
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act \_\_\_\_\_(Agency)\_\_\_\_\_ and \_\_\_\_\_(Contractor)\_\_\_\_\_ enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Part 9.6.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Ordering Activity that works better and costs less.

Signatures:

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AGENCY	DATE	CONTRACTOR	DATE
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BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply contract number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

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

<b>MODEL NUMBER/PART NUMBER DISCOUNT/PRICE</b>	<b>*SPECIAL BPA</b>
_____	_____
_____	_____

- (2) Delivery:

<b><u>DESTINATION</u></b>	<b><u>DELIVERY SCHEDULE/DATES</u></b>
_____	_____
_____	_____

The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (3) This BPA does not obligate any funds.
- (4) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.
- (5) The following office(s) is hereby authorized to place orders under this BPA:

<b>OFFICE</b>	<b>POINT OF CONTACT</b>
_____	_____
_____	_____

- (6) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX or paper.
- (7) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of contractor;
- (b) Contract number;
- (c) BPA number;
- (d) Model number or National Stock Number (NSN);
- (e) Purchase order number;
- (f) Date of purchase;
- (g) Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of shipment

- (8) The requirements of a proper invoice are specified in the Federal supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (9) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (See FAR 9.6) to provide solutions when responding to a customer agency requirements.

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or  
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- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Scott Deen, (703)551-4718, [sdeen@fedtek.com](mailto:sdeen@fedtek.com), FAX (703)670-7800.

**Product and Pricing Pages**