



VIBRANT | TECHNOLOGIES

GSA Pricing – Vibrant Technologies

Item #	Mfr. Number	Description	Mfr.	GSA Price	Delivery
1	BR-2800-0001	16 Port 1GB Fibre Switch	BROCADE	\$800.00	5 Days
2	BR-3802-0001	16 Port 2GB Fibre Switch	BROCADE	\$8,000.00	5 Days
3	BR-3902-0001	32 Port 2GB Fibre Switch	BROCADE	\$16,750.00	5 Days
4	DS-16B	1 GB 16-Port Fibre Switch	BROCADE	\$800.00	5 Days
5	DS-16B2	16 Port 2GB Fibre Switch	BROCADE	\$7,000.00	5 Days
6	CISCO1720	Cisco 1720 2 WAN SLOT 1 10/100 Ethernet IP	CISCO	\$202.00	5 Days
7	CISCO1721	Cisco 1721 Modular Access Router 10/100BaseT	CISCO	\$490.00	5 Days
8	CISCO2610	Cisco 2610 Router w/ 1port 10BaseT, Power Supply	CISCO	\$139.00	5 Days
9	CISCO2611	Cisco 2611 Router w/ 2port 10BaseT	CISCO	\$310.00	5 Days
10	CISCO2620	2900 2924 XL EN 24PORT 10/100	CISCO	\$490.00	5 Days
11	CISCO2621	Cisco 2621 Router, Dual 10/100, 2 WIC Slots & 1 NM Slot	CISCO	\$724.00	5 Days
12	CISCO2811	CISCO 2811 Integrated Services Router	CISCO	\$1,430.00	5 Days
13	CISCO3620	Cisco 3620 3600 2-Slot Modular Router w/Power Supply	CISCO	\$221.00	5 Days
14	CISCO3640	Cisco 3640 3600 4-Slot Modular Router w/ Power Supply	CISCO	\$385.00	5 Days
15	WIC-1DSU-T1	1-Port T1/Fractional DSU/CSU WAN Interface Card	CISCO	\$185.00	5 Days
16	WIC-2T	2-port Serial WAN Interface Card	CISCO	\$92.00	5 Days
17	WS-C2924M-XL-EN	Cisco Catalyst 24 port 10/100 switch w/ 2 module slots	CISCO	\$221.00	5 Days
18	WS-C2948G	Cisco 2948 Catalyst Switch / 48PT 10/100 2Slots GBIC	CISCO	\$685.00	5 Days
19	WS-C2950-24	Cisco Catalyst 2950 24Port 10/100	CISCO	\$375.00	5 Days

20	WS-C2950C-24	Catalyst 2950C 24-Port 10/100M	CISCO	\$840.00	5 Days
21	WS-C2950G-24-EI	Catalyst 2950, 24 10/100 with 2GBIC slots, Enhanced Image	CISCO	\$895.26	5 Days
22	WS-C2950G-48-EI	48 10/100, 2 GBIC SLOTS, ENHANCED IMAGE	CISCO	\$1,967.80	5 Days
23	WS-C3524-XL-EN	24-PORT 10/100 AUTO 2 1000GBIC	CISCO	\$603.57	5 Days
24	WS-C3548-XL-EN	Catalyst 3548 XL 48-Port 10/100	CISCO	\$945.61	5 Days
25	WS-C3550-48-EMI	48-PORT 10/100 2 GBIC ENHANCED	CISCO	\$1,885.93	5 Days
26	WS-C3550-48-SMI	Cisco 3550 48PT 10/100 2PT GBIC Switch SMI	CISCO	\$2,185.00	5 Days
27	WS-C3560G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SFP Standard Image	CISCO	\$1,152.74	5 Days
28	WS-C3560G-48TS-S	Catalyst 3560 48 10/100/1000T + 4 SFP Standard Image	CISCO	\$3,507.80	5 Days
29	WS-G5484	1000 Base SX Short Wave GBIC (Multimode)	CISCO	\$33.00	5 Days
30	WS-X4008	POWER SUPPLY (INTERNAL) -40 -72 V - 400 WATT	CISCO	\$143.00	5 Days
31	WS-X4148-RJ	48 port 10/100 RJ45 switch	CISCO	\$741.09	5 Days
32	WS-X4516	CISCO 3500 24 PORT 10/100 2 PORT GBIC	CISCO	\$7,199.86	5 Days
33	124992-B21	5302/64 Smart Array Controller	COMPAQ	\$246.00	5 Days
34	176496-B22	36.4GB 10k Ultra3 SCSI 10k Disk	COMPAQ	\$100.00	5 Days
35	201695-B21	2GB 133MHZ REGISTERED SDRAM DIMM (2 X 1GB)	COMPAQ	\$681.00	5 Days
36	201723-B22	CPQ MSA1000 Array 256MB / AC Power	COMPAQ	\$4,120.00	5 Days
37	202172-B21	4GB memory kit (4x1024mb)	COMPAQ	\$1,090.00	5 Days
38	202173-B21	8GB Memory Kit (4X2048MB)	COMPAQ	\$3,310.00	5 Days
39	219448-001	PROLIANT 5000 TOWER 450W POWER SUPPLY	COMPAQ	\$335.00	5 Days
40	232432-B22	72.8GB 10K Ultra3 SCSI 10K Disk Drive	COMPAQ	\$288.00	5 Days
41	258707-B21	CPQ 2/8 Port Fibre Switch BR3200	COMPAQ	\$4,040.00	5 Days
42	273915-B21	6402/128 Smart Array Controller	COMPAQ	\$533.00	5 Days
43	283552-B21	5302/128 Smart Array Controller	COMPAQ	\$339.00	5 Days
44	286716-B22	146GB 10k ULtra320 SCSI Hot Pllug	COMPAQ	\$400.00	5 Days
45	295643-B21	3200 Smart Array Controller	COMPAQ	\$100.00	5 Days
46	300680-B21	2GB 266MHZ DDR PC2100 REG ECC SDRAM Dimms (2 X1GB)	COMPAQ	\$675.00	5 Days
47	349201-001	Proliant DL380G3 PIII 2.8GHz/1GB/CD/	COMPAQ	\$1,980.93	5 Days
48	CX-2G10-146	146GB Fibre Channel Drive	EMC	\$900.00	5 Days
49	CX-2G10-73	73 GB 10K RPM Fibre Drive	EMC	\$600.00	5 Days
50	CX-2G15-73	73 GB 15K RPM Fibre Drive	EMC	\$780.00	5 Days
51	LP9002L	2GB Fibre Channel	EMULEX	\$975.00	5 Days
52	LP9802	2GB Fibre Channel HBA	EMULEX	\$975.00	5 Days

53	A3737A	512MB High Density Memory Module (2X256MB)	HP	\$384.00	5 Days
54	A4923A	1024MB High Density Memory Module	HP	\$680.00	5 Days
55	A5158A	Single Port 1GB Fibre Channel HBA	HP	\$420.00	5 Days
56	A5798A	1024MB High Density Memory Module	HP	\$670.00	5 Days
57	A6098A	4B High Density SYNCDRAM Memory Module	HP	\$4,160.00	5 Days
58	A6115A	2048MB High Density Memory Module	HP	\$2,255.00	5 Days
59	A6444A	750MHZ Dual CPU Pack for RP7410/8400	HP	\$4,455.00	5 Days
60	A6805B	750MHZ CPU Parisc for RP5470	HP	\$2,850.00	5 Days
61	A6826A	Dual Port 2GB Fibre HBA	HP	\$1,840.00	5 Days
62	A6828A	PCI Ultra 160 SCSI Adapter	HP	\$500.00	5 Days
63	A6829A	PCI Dual Channel Ultra 160 SCSI Adapter	HP	\$900.00	5 Days
64	A6969A	4GB DDR memory quad	HP	\$1,939.00	5 Days
65	A7158A	ITANIUM 2 1.5GHZ 6MB CPU FOR HP RX4640	HP	\$3,677.26	5 Days
66	A7285A	72.8GB 15K ULTRA320 SCSI Hot Plug Disk	HP	\$714.00	5 Days
67	A7287A	146GB 10K Ultra320 SCSI Hot Plug Disk	HP	\$1,050.00	5 Days
68	A9738B	16DIMM mem carrier board, 4U chassis	HP	\$1,480.56	5 Days
69	A9739B	32DIMM mem carrier board; 4U chassis	HP	\$3,391.53	5 Days
70	A9896A	36GB 15K HotPlug Ultra320 LP disk drive	HP	\$294.00	5 Days
71	301899-B22	MSL5060 2 x LTO2 Drives / SCSI	HP/COMPAQ	\$16,383.07	5 Days
72	325133-001	DL580R XEON 2.5GHX 1MB 2GB 2P	HP/COMPAQ	\$9,965.00	5 Days
73	377376-001	PROLIANT DL360 G4 X3.6 1MB 2GB SCSI RPS	HP/COMPAQ	\$3,174.24	5 Days
74	378740-001	DL380G4 HPM 2 x 3.6ghz-2mb / 2gb / 6i / bbwc / rpa/rfk	HP/COMPAQ	\$4,334.00	5 Days
75	391109-001	HP ProLiant DL385 G1 Opter 275 2.2GHz	HP/COMPAQ	\$3,090.00	5 Days
76	397630-001	DL380G4 DUAL CORE 2.8GHZ-2MB (2P) 1GB / SCSI	HP/COMPAQ	\$4,700.00	5 Days
77	399779-001	DL580 G3 X740 3.0GHZ 4MB	HP/COMPAQ	\$12,334.54	5 Days
78	407613-001	DL385 DUAL CORE OPT 2.6GHZ-1MB / 1GB / 2U RACK	HP/COMPAQ	\$2,994.00	5 Days
79	1977	2 Gbps PCI-X LC Fibre Channel 1-Port Adapter	IBM	\$1,091.00	5 Days
80	2944	128-Port Async Controller PCI bus	IBM	\$642.00	5 Days
81	3129	36.4GB Ultra3 SCSI Disk Drive 10K RPM 68 and 80 Pin (160MB/s)	IBM	\$550.00	5 Days
82	3159	73.4GB 10K RPM U3 SCSI DDR ASS	IBM	\$750.00	5 Days
83	4100	1024MB (2x 512MB) DIMMs 200 Pin 10NS SDRAM II	IBM	\$550.00	5 Days
84	4137	2048MB (2x 1024MB) Dimms 200 Pin 10NS SDRAM	IBM	\$2,000.00	5 Days
85	4192	4096MB Memory (4x 1024MB)	IBM	\$2,250.00	5 Days
86	4193	8192MB MEMORY (4X2048MB CARDS)	IBM	\$7,500.00	5 Days

87	4194	16384MB Memory (4x 4096MB)	IBM	\$16,500.00	5 Days
88	4359	332MHz 2-way 604e3 Processor 256KB L2 Cache	IBM	\$350.00	5 Days
89	4362	375MHz 2-way Power 3-II Processor 4MB L2 Cache	IBM	\$475.00	5 Days
90	4365	375MHz 2-way Power 3-II Processor 8MB L2 Cache	IBM	\$850.00	5 Days
91	4366	450MHz 2-way Power 3-II Processor 8MB L2 Cache	IBM	\$2,200.00	5 Days
92	4445	4GB (4 x 1024MB) DDR-1 DIMMs 208-pin 266MHz SDRAM	IBM	\$2,773.00	5 Days
93	4449	8192 (4 x 2048mb) DDR-1 DIMMs 208-pin 266MHz Stacked SDRAM	IBM	\$7,870.00	5 Days
94	4452	2048MB (4x 512MB) Dimms 208 Pin 8NS DDR SDRAM	IBM	\$900.00	5 Days
95	4453	4096MB (4x 1024MB) DIMMs 208 Pin 8NS Stacked DDR SDRAM	IBM	\$3,575.00	5 Days
96	4454	8192 (4 x 2048mb) DDR-1 DIMMs 208-pin 8NS Stacked SDRAM	IBM	\$9,840.00	5 Days
97	5127	1.45GHz 2-way Power 4+ Processor Card	IBM	\$9,250.00	5 Days
98	5208	1.45GHz 2-way Power 4+ Processor Card	IBM	\$12,000.00	5 Days
99	5319	450MHz 6-way RS64 III Processor 8 MB L2 Cache (Left Hand)	IBM	\$7,000.00	5 Days
100	6228	2 Gigabit Fibre Channel Adapter for 64-bit PCI Bus	IBM	\$1,375.00	5 Days
101	6239	2 Gigabit Fibre Channel PCI-X Adapter	IBM	\$1,500.00	5 Days
102	1740-1RU	TOTAL STORAGE EXP 700	IBM xSeries	\$3,968.12	5 Days
103	19K1271	IBM Short Wave SFP Module	IBM xSeries	\$336.64	5 Days
104	32P0765	146gb 10K FC HDD	IBM xSeries	\$1,172.75	5 Days
105	32P0768	73gb 15K FC HDD	IBM xSeries	\$1,451.72	5 Days
106	33L5039	1gb PC 2100 DIMM	IBM xSeries	\$128.25	5 Days
107	39M4590	2gbps FC 146.8 GB/10K E-DDM	IBM xSeries	\$1,730.27	5 Days
108	40K6804	2GBPS FC HD FIBRE 73.4GB 15KRPM E-DDM	IBM xSeries	\$1,451.72	5 Days
109	73P2866	2GB (2x1GB) PC2-3200 ECC DDR SDRAM RDIMM	IBM xSeries	\$279.02	5 Days
110	90P1305	73GB HOT-SWAP 3.5" 10K RPM ULTRA320 SCSI	IBM xSeries	\$278.80	5 Days
111	90P1306	146GB 10K U320 SCSI HS Option	IBM xSeries	\$398.04	5 Days
112	QLA 2340-CK	PCI 2GB HBA	SAN LOGIC	\$975.00	5 Days
113	QLA2310-CK	PCI 2GB HBA	SAN LOGIC	\$900.00	5 Days
114	A21-UJC1Z9P-C512	Sun Ultra 5 / 400Mhz CPU / 512MB / 9GB Drive U5	SUN	\$685.00	5 Days
115	A22-UKC1A9P-512CX	Sun Ultra 10 / 440Mhz CPU / 512MB / 20GB Drive U10	SUN	\$1,300.00	5 Days
116	A25-UJD2-2GGB1	Sun E450 / 2x400Mhz / 2GB / 2x36GB / 2PS Server	SUN	\$7,400.00	5 Days
117	A26-UJC2-1GGB1	Sun E250 / 2x400Mhz / 1GB / 2x36GB / 2PS Server	SUN	\$5,800.00	5 Days
118	A30-WUF4-08GRF	A30-WUF4-08GRF	SUN	\$30,490.00	5 Days
119	A30-WUF8-32GRF	SF V880 8x1200Mhz / 32GB / 6x73GB Sun Fire Server	SUN	\$61,500.00	5 Days
120	A35-WBF2-2GRB1-IP	Sun Fire 280R / 2x1.2GHZ / 2GB / 2x73GB / DVD SF280R	SUN	\$8,490.00	5 Days

121	A37-WBPF4-16GRB	SF V480 4x1200Mhz/ 16GB / 2x73GB Sun Fire Server	SUN	\$27,490.00	5 Days
122	X5242A	36GB SCSI 10K Disk Drive	SUN	\$345.00	5 Days
123	X6541A	Dual Differential SCSI PCI Adapter w/dual cables	SUN	\$588.00	5 Days
124	X7004A	256MB Sun Memory Kit 2x 501-3136 128MB DIMMs 7004A	SUN	\$88.00	5 Days
125	X7005A	512MB Sun Memory Kit 2x 256MB DIMMS 7005A	SUN	\$210.00	5 Days
126	X7026A	2GB Sun Memory Kit 8x 501-5658 256MB DIMMs	SUN	\$1,940.00	5 Days
127	X7051A	2GB Sun Memory Kit 4 x 501-5030 512MB DIMMs	SUN	\$470.00	5 Days

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SIN 132-9 PURCHASE OF USED OR REFURBISHED EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers
Professional Workstations
Servers
Large Scale Computers

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers
Display
Network Equipment
Other Communications Equipment
Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage

- Used Equipment

Vibrant Technologies, Inc.

6031 Culligan Way

Minnetonka, MN 55345

(952)653-1719

www.vibrant.com

Contract Number: GS-35F-0158R

Period Covered by Contract: December 1, 2004 through December 1, 2009

General Services Administration
Federal Supply Service

Pricelist current through Refresh #19 (issued May 12, 2006) - Modification # _____, dated _____.

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 the Internet at <http://www.fss.gsa.gov/>

Table of Contents

Pricelist Cover Page 1

Table of Contents 2

Information For Ordering Activities..... 3

Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology Equipment (Special Item Number 132-9)
..... 10

Blanket Purchase Agreements (BPAs). 14

Contractor Team Arrangements. 15

**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

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

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

For orders exceeding the 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.
CONTRACT:**

GEOGRAPHIC SCOPE OF

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:

**Vibrant Technologies, Inc.
6031 Culligan Way
Minnetonka, MN 55345
Fax: 952-653-1701**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(952)653-1700

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity 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. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

- Block 9: G. Order/Modification Under Federal Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: 05-2165458
- Block 30: Type of Contractor - B – Other Small Business
- Block 31: Woman-Owned Small Business - Yes
- Block 36: Contractor's Taxpayer Identification Number (TIN): 41-1924860

- 4a. CAGE Code: 1N4Q8
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION: Destination

6. DELIVERY 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:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u> </u> 132-9 <u> </u>	<u> </u> 5 <u> </u> Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, 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:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: ___none_% - ___ days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity
- c. Dollar Volume
- d. Government Educational Institutions
- e. Other

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:**

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.)**

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-9 - Purchase of Equipment

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:** ordering activities 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 activities, 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 Office, 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. 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.

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- (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 ACTIVITIES: Any ordering activity, 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 (l) Termination for the ordering activity'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:

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 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 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 132-9.

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:

The EIT standard can be found at: www.Section508.gov/.

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 INFORMATION TECHNOLOGY EQUIPMENT
(SPECIAL ITEM NUMBER 132-9)**

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices 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 ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or 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 132-9.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity 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 ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its 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.

Warranty Period Refurbished Equipment:

30 days

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

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

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date.

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Vibrant Technologies, Inc.

Corey Donovan

Phone: (952)653-1731

cdonovan@vibrant.com

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

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

_____.

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

Ordering Activity Date

Contractor Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(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:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) 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.

(9) 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.

(10) 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 ordering activity 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 -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.