



**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE**

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

**Available under this contract:**

**SIN 132 8 PURCHASE OF EQUIPMENT**

**FSC Class 7025 INPUT/OUTPUT & STORAGE DEVICES**

**Network Equipment**

**SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR  
PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair  
Service)(Repair Parts/Spare Parts - See FSC Class for basic  
equipment)**

**Maintenance  
Repair Service**

**CONTRACTOR:**

**CTC Technologies, Inc.  
5277 Jackson Rd., Suite A  
Ann Arbor, MI 48103**

**Phone: 734-913-5500**

**Fax: 734-913-5600**

**<http://www.ctctechnologies.com>**

**Contract Number: GS-35F-0285V**

**Modification A001- Effective To Be Determined**

**Period Covered by Contract: March 6th, 2009 and runs thru March 5th, 2014**

## **General Services Administration Federal Acquisition Service**

**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 Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>**

## Table of Contents

<b>INFORMATION FOR ORDERING ACTIVITIES .....</b>	<b>4</b>
<b>TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF EQUIPMENT (SPECIAL ITEM NUMBER 132-8).....</b>	<b>11</b>
<b>TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR, SERVICE AND REPAIR PARTS (SPECIAL ITEM NUMBER 132-12).....</b>	<b>15</b>
<b>USA COMMITMENT TO PROMOTE.....</b>	<b>21</b>
<b>SUGGESTED BLANKET PURCHASE AGREEMENT (BPA) FORMAT.....</b>	<b>22</b>
<b>PRODUCT PRICING.....</b>	<b>25</b>

**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 Acquisition Service. 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 Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

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

For orders exceeding the 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:**

**Send Orders to:**

**CTC Technologies, Inc.  
5277 Jackson Rd., Suite A  
Ann Arbor, MI 48103**

**Send Payments to:**

**CTC Technologies, Inc.  
5277 Jackson Rd., Suite A  
Ann Arbor, MI 48103**

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:

**Phone: 734-913-5500**

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

Block 9: G. Order/Modification Under Federal Schedule 70  
Block 16: Data Universal Numbering System (DUNS) Number: **160601402**  
Block 30: Type of Contractor - **B. Small Business**  
Block 31: Woman-Owned Small Business - **No**  
Block 36: Contractor's Taxpayer Identification Number (TIN): **200-75-5422**

**4a. CAGE Code: 309J3**

**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 of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
	<b>NORMAL</b>
All SIN's	<b>30 Days</b>
	<b>EXPEDITED</b>
All SIN's	<b>15 Days</b>

**Contact CTC Technologies Customer Service Department for information on availability of 2-day and overnight deliveries.**

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: 1% 15 Days Net 30**
- b. **Quantity: None**
- c. **Dollar Volume:**
  - **SIN 132-8 Opengear - 1% on equipment orders over \$50,000.00**
  - **SIN 132-8 Silver Peak – 2% on equipment orders over \$150,000.00**
  - **SIN 132-12 Opengear Products – None**
  - **SIN 132-12 Silver Peak – 10% on maintenance contract orders over \$85,000.00**

- d. Government Educational Institutions- **Government Educational Institutions are offered the same discounts as all other Government customers.**
- e. Other- **None**

**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: Not available.**

**10. Small Requirements:** The minimum dollar value of orders to be issued is **None**

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

- a. The Maximum Order value for all Special Item Number (SINs) is **\$500,000.00**

**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 2003)**

- (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. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (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.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service

Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**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:

**This contract does not apply to overseas activities**

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 132-8.

## **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:

***Section 508 is not applicable to these products***

**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 132-8)**

**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:

**This equipment is self installable**

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or 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 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.

### **OPENGear, INC. STANDARD WARRANTY**

Opengear, Inc., its parent, affiliates and subsidiaries, (collectively, "Opengear") warrant your Opengear product to be in good working order and to be free from defects in workmanship and material (except in those cases where the materials are supplied by the Purchaser) under normal and proper use and service for the period of one (1) year from the date of original purchase from an Authorized Opengear reseller. In the event that this product fails to meet this warranty within the applicable warranty period, and provided that Opengear confirms the specified defects, Purchaser's sole remedy is to have Opengear, in Opengear's sole discretion, repair or replace such product at the place of manufacture, at no additional charge other than the cost of freight of the defective product to and from the Purchaser. Repair parts and replacement products will be provided on an exchange basis and will be either new or reconditioned. Opengear will retain, as its property, all replaced parts and products. Notwithstanding the foregoing, this hardware warranty does not include service to replace or repair damage to the product resulting from accident, disaster, abuse, misuse, electrical stress, negligence, any non- Opengear modification of the product except as provided or explicitly recommended by Opengear, or other cause not arising out of defects in material or workmanship. This hardware warranty also does not include service to replace or repair damage to the product if the serial number or seal or any part thereof has been altered, defaced or removed. If Opengear does not find the product to be defective, the Purchaser will be invoiced for said inspection and testing at Opengear's then current rates, regardless of whether the product is under warranty.

### **LIMITATION OF LIABILITY**

No action, regardless of form, arising from this warranty may be brought by either party more than two (2) years after the cause of action has occurred. Purchaser expressly agrees that Opengear's liability, if any, shall be limited solely to the replacement or repair of the product in accordance with the warranties specifically and expressly set forth herein. The remedies of the Purchaser are the exclusive and sole remedies available, and, in the event of a breach or repudiation of any provision of this agreement by Opengear, the Purchaser shall not be entitled to receive any incidental damages as that term is defined in Section 2-715 of the Uniform Commercial Code. Opengear waives the benefit of any rule that disclaimer of warranty shall be construed against Opengear and agrees that such disclaimers herein shall be construed liberally in favor of Opengear.

**THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN IN CONNECTION WITH THE PRODUCT AND THE HARDWARE. OPENGear DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE SUITABILITY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. OPENGear DOES NOT PROMISE THAT THE PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IN NO EVENT SHALL OPENGear BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER OPENGear WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**SILVER PEAK SYSTEMS, INC. - LIMITED WARRANTY.**

(a) Company warrants that the Appliance Products sold will be free from defects in materials and workmanship and substantially perform to Company's applicable published specifications for a period of one (1) year from purchase by Customer.

(b) Appliance Products or parts which have been subject to abuse, misuse, accident, alteration, neglect, unauthorized repair or installation are not covered by warranty. Company will make the final determination as to the existence and cause of any alleged defect.

(c) Company will provide access to all minor and maintenance releases of Software for a period of ninety (90) days from purchase by Customer.

(c) This warranty is the only warranty made by Company with respect to the Products delivered hereunder and may be modified or amended only by a written instrument that is signed by a duly authorized officer of Company and accepted by Customer.

(d) The liability of Company hereunder shall be limited to replacing or repairing, at its option, (or, at Company's option, refunding the purchase price of such units) or with respect to the Software, repair or replacement is limited to providing minor and maintenance releases of the Software that Company generally makes available from time to time. In no case are Products to be returned without first obtaining permission and a customer return order number from Company.

**EXCEPT AS PROVIDED ABOVE, COMPANY MAKES NO, AND HEREBY DISCLAIMS ALL OTHER, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**

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

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

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

**1.) Opengear Products**

**Opengear  
630 West 9560 South, Suite A  
Sandy Utah 84070**

**2.) Silver Peak Products**

**Silver Peak Systems, Inc.  
471 El Camino Real, Suite 201  
Santa Clara, CA 95050**

**7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

**8. RESPONSIBILITIES OF THE CONTRACTOR**

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

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

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

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

**1. SERVICE AREAS**

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a Not Applicable mile radius of the Contractor's service points. **Maintenance and repair service will only be performed at manufacturer's facilities as listed below.** If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12.

b. Customers having maintenance contracts will receive repair exchange equipment in the event of a product failure. When repair services cannot be performed by exchange at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

**1.) Opengear Products**

**Opengear  
630 West 9560 South, Suite A  
Sandy Utah 84070**

**2.) Silver Peak Products**

**Silver Peak Systems, Inc.  
471 El Camino Real, Suite 201  
Santa Clara, CA 95050**

**2. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 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 ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

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

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### **3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

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

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

### **4. LOSS OR DAMAGE**

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

### **5. SCOPE**

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

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

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

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

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 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 monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

**c. AFTER HOURS**

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

**d. TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

**None**

---

**e. QUANTITY DISCOUNTS**

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

Quantity Range	Discounts
_____ Units	<b>_None_</b> %
_____ Units	_____ %
_____ Units	_____ %

Volume Discount (Maintenance Contracts – Silver Peak)

**Orders over \$85,000.00                      10%**

**9. REPAIR SERVICE RATE PROVISIONS**

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

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

**c. TRAVEL OR TRANSPORTATION**

(1) AT THE CONTRACTOR'S SHOP

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

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

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

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

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

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

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

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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

**REPAIR SERVICE RATES – OPENGEAR PRODUCTS**

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	___N/A___	___\$74.81___	___N/A___	___N/A___
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	___N/A___	___N/A___	___N/A___	___N/A___
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	___N/A___	___N/A___	___N/A___	___N/A___

\*MINIMUM CHARGES INCLUDE \_N/A\_ FULL HOURS ON THE JOB.

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

**REPAIR SERVICE RATES – SILVER PEAK PRODUCTS**

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	___N/A___	___N/A___	___N/A___	___N/A___
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	___N/A___	___N/A___	___N/A___	___N/A___
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	___N/A___	___N/A___	___N/A___	___N/A___

\*MINIMUM CHARGES INCLUDE \_N/A\_ FULL HOURS ON THE JOB.

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

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

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated \_\_\_N/A\_\_\_, at a discount of \_\_\_N/A\_\_\_% from such listed prices. **Spare parts are not offered within this contract.**

**11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS  
OPENGEAR PRODUCTS**

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 days.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 90 days.

## **SILVER PEAK PRODUCTS**

### **a. REPAIR SERVICE**

All repair work will be guaranteed/warranted for the remaining period of warranty or maintenance contract in effect.

### **b. REPAIR PARTS/SPARE PARTS**

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for the remaining period of warranty or maintenance contract in effect.

## **12. INVOICES AND PAYMENTS**

### **a. Maintenance Service**

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

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

### **b. Repair Service and Repair Parts/Spare Parts**

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

## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

### PREAMBLE

**CTC Technologies, Inc.** 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:

**Corey Faupel, President; CTC Technologies, Inc.; 5277 Jackson Rd., Suite A; Ann Arbor, MI 48103; phone: 734-913-5500; cfaupel@ctctechnologies.com; Fax 734-913-5600**

***The following is a suggested Blanket Purchase Agreement (BPA) format.***

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

(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.

# CTC Technologies, Inc.

5277 Jackson Rd., Suite A

Ann Arbor, MI 48103

Phone: 734-913-5500

Fax: 734-913-5600

www.ctctechnologies.com

## PRODUCT PRICING

### Opengear Products

Volume Discount - 1% on equipment orders over \$50,000.00

Part Number	Description	Net GSA Price
	<b>SIN 132 8 - Equipment</b>	
	<b><u>CM4000 Series</u></b>	
CM4001-US	CM4001 1 Port Console Server	\$261.55
CM4008-SAC	CM4008 8 Port Console Server	\$438.87
CM4116-SAC-US	CM4116-AC 16 Port Console Server	\$793.51
CM4116-SDC	CM4116-DC 16 Port Console Server DC	\$1,059.49
CM4148-SAC-US	CM4148-AC 48 Port Console Server	\$1,325.47
CM4148-SDC	CM4148-DC 48 Port Console Server DC	\$1,591.45
	<b><u>IM4200 Infrastructure Manager Series</u></b>	
IM4208-2-DAC-US	IM4208-2 Infrastructure Manager, Dual Ethernet, Dual AC Power, Internal Modem	\$1,148.15
IM4208-2-DDC-US	IM4208-2 Infrastructure Manager, Dual Ethernet, Dual DC Power, Internal Modem	\$1,414.13
IM4216-2-DAC-US	IM4216-2 Infrastructure Manager, Dual Ethernet, Dual AC Power, Internal Modem	\$1,325.47
IM4216-2-DDC-US	IM4216-2 Infrastructure Manager, Dual Ethernet, Dual DC Power, Internal Modem	\$1,591.45
IM4248-2-DAC-US	IM4248-2 Infrastructure Manager, Dual Ethernet, Dual AC Power, Internal Modem	\$2,212.07
IM4248-2-DDC-US	IM4248-2 Infrastructure Manager, Dual Ethernet, Dual DC Power, Internal Modem	\$2,478.05
IMG4216-25-DDC-02-US	IMG4216-25, 16 RJ45 Serial Ports, 10/100 Ethernet, 24 VLAN Ports, Dual DC Power, 1 USB Port	\$2,300.73
IMG4216-25-DAC-US-M	IMG4216-25, 16 RJ45 Serial Ports, 10/100 Ethernet, 24 VLAN Ports, Dual AC Power, Internal V.92 Modem, 1 USB Port	\$1,946.09
IMG4216-25-DDC-US-M	IMG4216-25, 16 RJ45 Serial Ports, 10/100 Ethernet, 24 VLAN Ports, Dual DC Power, Internal V.92 Modem, 1 USB Port	\$2,212.07
IMG4216-25-DAC-02-US-M	IMG4216-25, 16 RJ45 Serial Ports, 10/100 Ethernet, 24 VLAN Ports, Dual AC Power, Internal V.92 Modem, 1 USB Port	\$2,212.07
IMG4216-25-DDC-02-US-M	IMG4216-25, 16 RJ45 Serial Ports, 10/100 Ethernet, 24 VLAN Ports, Dual DC Power, Internal V.92 Modem, 1 USB Port	\$2,478.05
	<b><u>IP-KVM1001 Switch</u></b>	

IP-KVM1001-US	Dual 10/100 Ethernet, 2 USB Connectors, 1 HD-15 Local KVM, 1 Integrated 3 in 1 KVM Cable, 1 RJ45 Console, AC Power, DC Input	\$305.88
	<b><u>KCS6000 Console Server. Available in -02 Cisco Straight Through Pinout</u></b>	
KCS6104-SAC-US	KCS6104 Console Server, 4 RJ45 Serial Ports, 10/100 Ethernet, Single AC Power, 1 DB15 VGA, 2 PS2, 1 MIC Output, 4 USB Ports	\$793.51
KCS6104-SDC	KCS6104 Console Server, 4 RJ45 Serial Ports, 10/100 Ethernet, Single DC Power, 1 DB15 VGA, 2 PS2, 1 MIC Output, 4 USB Ports	\$882.17
KCS6116-SAC-US	KCS6116 Console Server, 16 RJ45 Serial Ports, 10/100 Ethernet, Single AC Power, 1 DB15 VGA, 2 PS2, 1 MIC Output, 4 USB Ports	\$1,325.47
KCS6116-SDC	KCS6116 Console Server, 16 RJ45 Serial Ports, 10/100 Ethernet, Single DC Power, 1 DB15 VGA, 2 PS2, 1 MIC Output, 4 USB Ports	\$1,414.13
KCS6116-SAC-02-US	KCS6116 Console Server, 16 RJ45 Serial Ports, 10/100 Ethernet, Single AC Power, 1 DB15 VGA, 2 PS2, 1 MIC Output, 4 USB Ports	\$1,680.11
KCS6116-SDC-02	KCS6116 Console Server, 16 RJ45 Serial Ports, 10/100 Ethernet, Single DC Power, 1 DB15 VGA, 2 PS2, 1 MIC Output, 4 USB Ports	\$1,768.77
	<b><u>EMD5000 &amp; Accessories</u></b>	
EMD5000	Environmental Monitor Device	\$172.89
EMD5781	Door Contact Sensor	\$8.87
EMD5782	Vibration Sensor	\$34.58
EMD5779	Smoke Detector/Alarm (220V AC, IEC C-13)	\$114.37
EMD5890	Smoke Detector/Alarm (110V AC, NEMA 5-15)	\$114.37
EMD5780	Water Leak Detector (3ft)	\$114.37
	<b><u>IMG4000 Infrastructure Management Gateway Series</u></b>	
IMG4004-5-US	IMG4004-5 Management Gateway AC 4 serial and 4 VLAN ports	\$873.30
IMG4216-25-DAC-US	IMG4216-25 Management Gateway Dual AC 16 serial and 24 VLAN ports	\$1,768.77
IMG4216-25-DDC-US	IMG4216-25 Management Gateway Dual DC 16 serial and 24 VLAN ports	\$2,034.75
	<b><u>SD4000 Secure Device Server</u></b>	
SD4002	SD4002 2 RS232/422/485 serial ports - Requires external power	\$217.22
509006	SD4008 8 RS232/422/485 serial ports	\$527.53
450017	US Power plug pack for S4002. 12VDC 100-240V AC 50/60 Hz	\$13.30
	<b><u>Multiport Serial Cards</u></b>	
409004	MP4056A 4 Port PCI Card with DB-9 Octo cable	\$110.83
409005	MP4066R 8 Port PCI Card with DB-9 Octo cable	\$172.89
	<b><u>Remote Power Switches</u></b>	
508000	IP Power 9258 4 AC Power Outlets	\$176.43
508000-005-2	The combined IP Power 9258 switch + CM4001	\$350.21
	<b><u>Cables &amp; Adapters</u></b>	
319000	RJ-45 to DB9F straight IM/IMG/CM/SD4000 to modem	\$5.32
319001	RJ-45 to DB9F DCE Adapter - Crossover	\$5.32
319002	RJ-45 to DB25M DTE Adapter - Straight	\$6.21

319003	RJ-45 to DB25M DCE Adapter - Crossover	\$6.21
319004	RJ-45 to DB9M DTE Adapter - Straight	\$5.32
319005	DCE Adapter - DB25F to RJ45 Crossover	\$6.21
440016	6ft CAT5 RJ45 to RJ45 UTP cable	\$3.55
449016	RJ-45 Male to RJ-45 Female adapter for Cisco / Sun devices	\$3.55
449017	RJ-45 Male to RJ45F adapter for Rackable Sytems	\$3.55

## SIN 132 12

### Opengear Repair Service / Maintenance

Part Number	Description	Net GSA Price
	<b>Repair Service / Maintenance</b>	
	Shop Labor (Hourly Rate)	\$74.81

# PRODUCT PRICING

## SIN 132 8

### Silver Peak Products

Volume Discount - 2% on equipment orders over \$150,000.00

Part Number	Description	Net GSA Price
500031-001	NX-1700 - 4Mbps, 500GB, 8K FLOWS, 4PORT	\$4,327.92
500015-001	NX-2610 - 8Mbps, 500GB, 64K FLOWS, 4PORT	\$14,725.32
500000-001	NX-3500 - 10Mbps, 500GB, 64,000 FLOWS	\$18,191.12
500026-001	NX-3600 - 20Mbps, 1TB, 64K FLOWS, 4PORT	\$19,057.57
500016-001	NX-5600 - 50Mbps, 2TB, 64K FLOWS,4PORT	\$34,653.67
500017-001	NX-7600 - 155Mbps,3TB,128K FLOWS,4PORT	\$60,647.17
500018-001	NX-8600 - 500Mbps,8TB, 256K FLOWS, 4PORT	\$112,634.17
500025-001	NX-9610 - 1Gbps, 8TB, 256K FLOWS, FIBER	\$181,950.17
500003-001	GMS-10 - Network Management Appliance	\$8,660.17
500003-100	UPGRADE GMS-10 TO GMS-25 -	\$8,664.50
500003-101	UPGRADE GMS-10 TO GMS-50 -	\$17,329.00
500003-102	UPGRADE GMS-10 TO GMS-100 -	\$34,658.00
500003-103	UPGRADE GMS-10 TO GMS-200 -	\$60,651.50
500003-104	UPGRADE GMS-10 TO GMS-500 -	\$121,303.00
500003-201	UPGRADE GMS-25 TO GMS-50 -	\$8,664.50
500003-202	UPGRADE GMS-25 TO GMS-100 -	\$25,993.50
500003-203	UPGRADE GMS-25 TO GMS-200 -	\$51,987.00
500003-204	UPGRADE GMS-25 TO GMS-500 -	\$112,638.50
500003-301	UPGRADE GMS-50 TO GMS-100 -	\$17,329.00
500003-302	UPGRADE GMS-50 TO GMS-200 -	\$43,322.50
500003-303	UPGRADE GMS-50 TO GMS-500 -	\$103,974.00
500003-401	UPGRADE GMS-100 TO GMS-200 -	\$25,993.50
500003-402	UPGRADE GMS-100 TO GMS-500 -	\$86,645.00
500003-501	UPGRADE GMS-200 TO GMS-500 -	\$60,651.50

## SIN 132 12

### Silver Peak Maintenance

Volume Discount - 10% Discount on orders over \$85,000.00

Part Number	Description	Net GSA Price
<b>SIN 132 12 Contract Maintenance</b>		
300039-001	NX-1700 - MAINT CONTRACT - 1YR - PLATINUM	\$1,051.88
300039-001R	NX-1700 - RENEWAL CONTRACT - 1YR - PLATINUM	\$1,051.88
300039-002	NX-1700 - MAINT CONTRACT - 1YR - GOLD	\$812.60
300039-002R	NX-1700 - RENEWAL CONTRACT - 1YR - GOLD	\$812.60
300039-201	NX-1700 - MAINT CONTRACT - 1MTH - PLATINUM	\$87.65

300039-202	NX-1700 - MAINT CONTRACT - 1MTH - GOLD	\$67.72
300039-201R	NX-1700 - RENEWAL CONTRACT - 1MTH - PLATINUM	\$87.65
300039-202R	NX-1700 - RENEWAL CONTRACT - 1MTH - GOLD	\$67.72
300011-001	NX-2600 - MAINT CONTRACT - 1YR - PLATINUM	\$1,051.88
300011-001R	NX-2600 - RENEWAL CONTRACT - 1YR - PLATINUM	\$1,051.88
300011-002	NX-2600 - MAINT CONTRACT - 1YR - GOLD	\$812.60
300011-002R	NX-2600 - RENEWAL CONTRACT - 1YR - GOLD	\$812.60
300011-201	NX-2600 - MAINT CONTRACT - 1MTH - PLATINUM	\$87.65
300011-202	NX-2600 - MAINT CONTRACT - 1MTH - GOLD	\$67.72
300011-201R	NX-2600 - RENEWAL CONTRACT - 1MTH - PLATINUM	\$87.65
300011-202R	NX-2600 - RENEWAL CONTRACT - 1MTH - GOLD	\$67.72
300012-001	NX-2610 - MAINT CONTRACT - 1YR - PLATINUM	\$3,578.69
300012-001R	NX-2610 - RENEWAL CONTRACT - 1YR - PLATINUM	\$3,578.69
300012-002	NX-2610 - MAINT CONTRACT - 1YR - GOLD	\$2,765.13
300012-002R	NX-2610 - RENEWAL CONTRACT - 1YR - GOLD	\$2,765.13
300012-201	NX-2610 - MAINT CONTRACT - 1MTH - PLATINUM	\$298.62
300012-202	NX-2610 - MAINT CONTRACT - 1MTH - GOLD	\$230.67
300012-201R	NX-2610 - RENEWAL CONTRACT - 1MTH - PLATINUM	\$298.62
300012-202R	NX-2610 - RENEWAL CONTRACT - 1MTH - GOLD	\$230.67
300001-001	NX-3500 - MAINT CONTRACT - 1YR - PLATINUM	\$4,420.96
300001-001R	NX-3500 - RENEWAL CONTRACT - 1YR - PLATINUM	\$4,420.96
300001-002	NX-3500 - MAINT CONTRACT - 1YR - GOLD	\$3,415.98
300001-002R	NX-3500 - RENEWAL CONTRACT - 1YR - GOLD	\$3,415.98
300001-201	NX-3500 - MAINT CONTRACT - 1MTH - PLATINUM	\$368.49
300001-202	NX-3500 - MAINT CONTRACT - 1MTH - GOLD	\$284.27
300001-201R	NX-3500 - RENEWAL CONTRACT - 1MTH - PLATINUM	\$368.49
300001-202R	NX-3500 - RENEWAL CONTRACT - 1MTH - GOLD	\$284.27
300036-001	NX-3600 - MAINT CONTRACT - 1YR - PLATINUM	\$4,631.53
300036-001R	NX-3600 - RENEWAL CONTRACT - 1YR - PLATINUM	\$4,631.53
300036-002	NX-3600 - MAINT CONTRACT - 1YR - GOLD	\$3,578.69
300036-002R	NX-3600 - RENEWAL CONTRACT - 1YR - GOLD	\$3,578.69
300036-201	NX-3600 - MAINT CONTRACT - 1MTH - PLATINUM	\$385.96
300036-202	NX-3600 - MAINT CONTRACT - 1MTH - GOLD	\$298.22
300036-201R	NX-3600 - RENEWAL CONTRACT - 1MTH - PLATINUM	\$385.96
300036-202R	NX-3600 - RENEWAL CONTRACT - 1MTH - GOLD	\$298.22
300016-001	NX-5600 - MAINT CONTRACT - 1YR - PLATINUM	\$8,421.74
300016-001R	NX-5600 - RENEWAL CONTRACT - 1YR - PLATINUM	\$8,421.74
300016-002	NX-5600 - MAINT CONTRACT - 1YR - GOLD	\$6,507.49
300016-002R	NX-5600 - RENEWAL CONTRACT - 1YR - GOLD	\$6,507.49
300016-201	NX-5600 - MAINT CONTRACT - 1MTH - PLATINUM	\$701.81
300016-202	NX-5600 - MAINT CONTRACT - 1MTH - GOLD	\$542.29
300016-201R	NX-5600 - RENEWAL CONTRACT - 1MTH - PLATINUM	\$701.81
300016-202R	NX-5600 - RENEWAL CONTRACT - 1MTH - GOLD	\$542.29
300017-001	NX-7600 - MAINT CONTRACT - 1YR - PLATINUM	\$14,738.77
300017-001R	NX-7600 - RENEWAL CONTRACT - 1YR - PLATINUM	\$14,738.77
300017-002	NX-7600 - MAINT CONTRACT - 1YR - GOLD	\$11,388.83
300017-002R	NX-7600 - RENEWAL CONTRACT - 1YR - GOLD	\$11,388.83

300017-201	NX-7600 - MAINT CONTRACT - 1MTH - PLATINUM	\$1,228.23
300017-202	NX-7600 - MAINT CONTRACT - 1MTH - GOLD	\$949.07
300017-201R	NX-7600 - RENEWAL CONTRACT - 1MTH - PLATINUM	\$1,228.23
300017-202R	NX-7600 - RENEWAL CONTRACT - 1MTH - GOLD	\$949.07
300018-001	NX-8600 - MAINT CONTRACT - 1YR - PLATINUM	\$23,640.03
300018-001R	NX-8600 - RENEWAL CONTRACT - 1YR - PLATINUM	\$23,640.03
300018-002	NX-8600 - MAINT CONTRACT - 1YR - GOLD	\$17,418.72
300018-002R	NX-8600 - RENEWAL CONTRACT - 1YR - GOLD	\$17,418.72
300018-201	NX-8600 - MAINT CONTRACT - 1MTH - PLATINUM	\$1,970.00
300018-202	NX-8600 - MAINT CONTRACT - 1MTH - GOLD	\$1,451.56
300018-201R	NX-8600 - RENEWAL CONTRACT - 1MTH - PLATINUM	\$1,970.00
300018-202R	NX-8600 - RENEWAL CONTRACT - 1MTH - GOLD	\$1,451.56
300032-001	NX-9610 - MAINT CONTRACT - 1YR - PLATINUM	\$38,188.33
300032-001R	NX-9610 - RENEWAL CONTRACT - 1YR - PLATINUM	\$38,188.33
300032-002	NX-9610 - MAINT CONTRACT - 1YR - GOLD	\$28,138.52
300032-002R	NX-9610 - RENEWAL CONTRACT - 1YR - GOLD	\$28,138.52
300032-201	NX-9610 - MAINT CONTRACT - 1MTH - PLATINUM	\$3,182.36
300032-202	NX-9610 - MAINT CONTRACT - 1MTH - GOLD	\$2,344.88
300032-201R	NX-9610 - RENEWAL CONTRACT - 1MTH - PLATINUM	\$3,182.36
300032-202R	NX-9610 - RENEWAL CONTRACT - 1MTH - GOLD	\$2,344.88
300003-001	GMS-10 - MAINT CONTRACT - 1YR - PLATINUM	\$2,104.72
300003-001R	GMS-10 - RENEWAL CONTRACT - 1YR - PLATINUM	\$2,104.72
300003-002	GMS-10 - MAINT CONTRACT - 1YR - GOLD	\$1,626.16
300003-002R	GMS-10 - RENEWAL CONTRACT - 1YR - GOLD	\$1,626.16
300003-201	GMS-10 - MAINT CONTRACT - 1MTH - PLATINUM	\$175.15
300003-202	GMS-10 - MAINT CONTRACT - 1MTH - GOLD	\$135.91
300003-014	GMS-25 - MAINT CONTRACT - 1YR - PLATINUM	\$4,210.39
300003-014R	GMS-25 - RENEWAL CONTRACT - 1YR - PLATINUM	\$4,210.39
300003-013	GMS-25 - MAINT CONTRACT - 1YR - GOLD	\$3,253.27
300003-013R	GMS-25 - RENEWAL CONTRACT - 1YR - GOLD	\$3,253.27
300003-214	GMS-25 - MAINT CONTRACT - 1MTH - PLATINUM	\$351.26
300003-213	GMS-25 - MAINT CONTRACT - 1MTH - GOLD	\$270.87
300003-006	GMS-50 - MAINT CONTRACT - 1YR - PLATINUM	\$6,316.07
300003-006R	GMS-50 - RENEWAL CONTRACT - 1YR - PLATINUM	\$6,316.07
300003-005	GMS-50 - MAINT CONTRACT - 1YR - GOLD	\$4,880.38
300003-005R	GMS-50 - RENEWAL CONTRACT - 1YR - GOLD	\$4,880.38
300005-206	GMS-50 - MAINT CONTRACT - 1MTH - PLATINUM	\$526.42
300005-205	GMS-50 - MAINT CONTRACT - 1MTH - GOLD	\$406.78
300003-008	GMS-100 - MAINT CONTRACT - 1YR - PLATINUM	\$10,527.42
300003-008R	GMS-100 - RENEWAL CONTRACT - 1YR - PLATINUM	\$10,527.42
300003-007	GMS-100 - MAINT CONTRACT - 1YR - GOLD	\$8,134.61
300003-007R	GMS-100 - RENEWAL CONTRACT - 1YR - GOLD	\$8,134.61
300003-208	GMS-100 - MAINT CONTRACT - 1MTH - PLATINUM	\$877.68
300003-207	GMS-100 - MAINT CONTRACT - 1MTH - GOLD	\$677.64
300003-010	GMS-200 - MAINT CONTRACT - 1YR - PLATINUM	\$16,844.44
300003-010R	GMS-200 - RENEWAL CONTRACT - 1YR - PLATINUM	\$16,844.44
300003-009	GMS-200 - MAINT CONTRACT - 1YR - GOLD	\$13,015.94

300003-009R	GMS-200 - RENEWAL CONTRACT - 1YR - GOLD	\$13,015.94
300003-210	GMS-200 - MAINT CONTRACT - 1MTH - PLATINUM	\$1,404.10
300003-209	GMS-200 - MAINT CONTRACT - 1MTH - GOLD	\$1,084.42
300003-012	GMS-500 - MAINT CONTRACT - 1YR - PLATINUM	\$31,584.17
300003-012R	GMS-500 - RENEWAL CONTRACT - 1YR - PLATINUM	\$31,584.17
300003-011	GMS-500 - MAINT CONTRACT - 1YR - GOLD	\$24,405.73
300003-01R	GMS-500 - RENEWAL CONTRACT - 1YR - GOLD	\$24,405.73
300003-212	GMS-500 - MAINT CONTRACT - 1MTH - PLATINUM	\$2,632.09
300003-211	GMS-500 - MAINT CONTRACT - 1MTH - GOLD	\$2,033.89