On line access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Contract Number: GS-35F-0400T

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov

Current through: PS-0125 Dated 03/02/2021
Mass Modification A824 Dated 08/19/2020

Contractor: J.C. Technology, Inc. dba Ace Computers
340 Howard Ave
Des Plaines, IL 60018
(P) 847-952-6900 (F) 847-952-6901
http://www.acecomputers.com/MAS.asp

Contract Administration Source: Candice Holt, Contracts Manager
847/952-6917
cholt@acecomputers.com

Business Size: Woman Owned Small Business

Product & Price Listings not contained within this document
Download from: http://www.acecomputers.com/MAS.asp
CUSTOMER INFORMATION

1a. Awarded Special Item Number(s):

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>Purchasing of New Electronic Equipment</td>
</tr>
<tr>
<td>811212</td>
<td>Maintenance of Equipment, Repair Services and/or Repair/Spare</td>
</tr>
</tbody>
</table>

1b. Lowest priced model number and lowest unit price: See Price List

1c. Not Applicable

2. Maximum order: $500,000

3. Minimum order: $100

4. Geographic coverage: The 48 contiguous states, Alaska, Hawaii, Puerto Rico, the District of Columbia, the U.S. Territories and commonwealths and overseas U.S. Government installations (including international organizations of which the U.S. is a member (i.e., NATO, the U.N., etc.) and all other organizations and/or agencies authorized by statute.

5. Point(s) of production (city, county, and State or foreign country): All products branded as manufactured by Ace Computers have the POP of Elk Grove Village, IL 60007 USA. POP only applies to complete systems, not individual components contained within those systems. All other products provided under this schedule by other manufacturers have their POP as noted by those manufacturers (i.e. TAA COO, or other information available online).

6. Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity discounts: None

8. Prompt payment terms: Prompt Payment: 0% - Net 30 days from receipt of invoice or date of acceptance, whichever is later. "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."
9. Foreign items: Foreign Items COO is noted within our GSA Schedule Price List, and may be listed within our quotation(s) if requested by the End User / Contracting Office.

10a. Time of delivery: 30 Days ARO

10b. Expedited Delivery: Expedited delivery will be quoted when available and/or requested and will be on an open-market basis.

10c. Overnight and 2-day delivery: Overnight and 2-day delivery will be quoted when available and/or requested and will be on an open-market basis.

10d. Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact Ace Computers for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11. F.O.B. point(s): FOB Destination for Continental United States (CONUS) and FOB Destination to Port of Embarkation of OCONUS (Outside Continental United States). Additional Freight Charges will be quoted for any deliveries that are not considered CONUS 48 States, or for items which are specifically listed on GSA Schedule as FOB Origin per the manufacturer.

12a. Ordering address(es): J.C. Technology, Inc. dba Ace Computers
575 Lively Blvd
Elk Grove Village, IL 60007

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es): J.C. Technology, Inc. dba Ace Computers
575 Lively Blvd
Elk Grove Village, IL 60007

14. Warranty provision: Standard Commercial Warranty

15. Export packing charges, if applicable: Outside the scope of this contract

16. Terms and conditions of rental, maintenance, and repair: See Below

17. Terms and conditions of installation: See Below
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: See Below

18b. Terms and conditions for any other services: Not Applicable

19. List of service and distribution points: The repair service rates listed below are applicable to any Government location within a 30 mile radius of the Contractor’s service points. When repair services cannot be performed at the Government installation site, the repair services will be performed at the Contractor’s plant(s) listed below:

   J.C. Technology, Inc. dba Ace Computers
   575 Lively Blvd
   Elk Grove Village, IL 60007

20. List of participating dealers: Not Applicable

21. Preventive maintenance: Not Applicable

22a. Special attributes such as environmental attributes: Ace Computers recognizes the strong efforts of the federal government in wanting to purchase sustainable (GREEN) technology products and participates in a number of industry initiatives which will assist the government in that goal. Ace uses the GSA’s “GREEN PURCHASING PLAN” as a guideline for our practices as both a manufacturer and as a value-added reseller. Our staff is trained and urged to specify and utilize products which are more desirable when quoting not only federal government customers, but all customers. We are also an active manufacturer member of the EPEAT® program which regulates environmentally preferred desktops, laptops, tablets, monitors and televisions. Ace currently has over 20 products currently listed on the current EPEAT® registry. Our CEO is an environmental engineer by his education and maintains an active “Professional Engineer” registration so he is an active practicing environmental engineer as well. He is also an current active member of the IEEE/NSF Committee drafting the new EPEAT® Standard for Servers, which is scheduled for ratification by the end of 2016 and to be implemented in 2017. In summary, the EPEAT® program incorporates Energy Star for electrical efficiency, responsible usage of materials in manufacturing as well as sustainable practices for packaging, disposal and recycling and is mandated for federal purchases by FAR Part 23.705-706 and GSA Order 2160.3 as well as executive orders 13423 (GWB) and 13514 (BHO). Ace works closely as a manufacturer to assure our products meet these standards and we also work with our vendor partners for those products we resell to assure that these products are EPEAT® registered. More information on EPEAT® can be found at www.epeat.net.

22b. Section 508 Compliance: All Ace Computers standard systems are Section 508 Compliant, and information (GPAT/VPAT) is normally available on the Ace Computers website. Products supplied from other manufacturers may comply with Section 508 per information supplied by those manufacturers upon request.

23. Data Universal Number System (DUNS) number: 796555589

24. System for Award Management (SAM) database: Registered in the SAM database; CAGE: 1PWX7
INFORMATION TECHNOLOGY CATEGORY

HARDWARE SUBCATEGORY

SIN 811212 Hardware Maintenance Order Terms

1) Service Areas
   a) The maintenance and/or repair service rates per the contract are applicable to any
      ordering activity locations within a 30 mile radius of the Contractor service point. If any
      additional charge is to apply because of the greater distance from the Contractor service
      location, the mileage rate or other distance factor shall be negotiated at the Task Order
      level.
   b) When maintenance and/or repair services cannot be performed at the ordering activity
      installation site, the repair services will be performed at the Contractor's plant(s) listed
      below:
         J.C. Technology, Inc. dba Ace Computers
         575 Lively Blvd
         Elk Grove Village, IL 60007

2) Loss or Damage
   When the Contractor moves equipment to its location 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.

3) 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 the
      Information Technology Category.
   b) Equipment placed under maintenance service shall be in good operating condition.
      i) 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.
      ii) 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/OEM guarantee/warranty or maintenance
          responsibility prior to the effective date of the maintenance order.
      iii) If the equipment was not under the Contractor 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 the contract.

4) Responsibilities
   a) For equipment not covered by a maintenance contract or warranty, 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.

b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) 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.

ii) 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.

iii) 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 GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

iv) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM’s service area, the charge will be negotiated at the Task Order level.

[Table]

<table>
<thead>
<tr>
<th>Quantity Range</th>
<th>Discounts</th>
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b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

[Table]

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<td>%</td>
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</tbody>
</table>
INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY

SIN 811212 Hardware Repair Service Order Terms

1) Service Areas
   a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a 30 mile radius of the Contractor service point. If any additional charge is to apply because of the greater distance from the Contractor service location, the mileage rate or other distance factor shall be negotiated at the Task Order level.
   b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:
      J.C. Technology, Inc. dba Ace Computers
      575 Lively Blvd
      Elk Grove Village, IL 60007

2) Loss or Damage
   When the Contractor moves equipment to its/OEM location 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.

3) 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 the Information Technology Category.
   b) Equipment placed under maintenance and/or service shall be in good operating condition.
      i) 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.
      ii) 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/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
      iii) If the equipment was not under the Contractor/OEM 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 the contract.

4) Responsibilities
   a) For equipment not covered by a maintenance contract or warranty, 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.

b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Repair Service Rate Provisions
a) 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 the 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) At the Contractor’s Facility
i) When equipment is returned to the Contractor’s Facility 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.

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

d) At the Ordering Activity Location (Within Established Service Areas)

i) 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.

e) At the Ordering Activity Location (Outside Established Service Areas)

i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.

ii) 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.

f) Labor Rates
   i) Regular Hours: Contract rates 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 at the convenience of the Contractor outside the regular hours.
   ii) After Hours: Should the ordering activity require that service be performed
outside of regular hours, charges for such service, if any, will be specified in the
GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less
than one hour will be prorated to the nearest quarter hour.
   iii) 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 shall apply, and will be specified in
the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less
than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

<table>
<thead>
<tr>
<th></th>
<th>Minimum Charge * - Regular Hours</th>
<th>Hourly Rate - After Hours</th>
<th>Hourly Rate - Sunday and Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor/OEM Facility</td>
<td></td>
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</tr>
<tr>
<td>Ordering Activity Location (Within</td>
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<tr>
<td>Established Service Areas)</td>
<td></td>
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<tr>
<td>Ordering Activity Location (Outside</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Established Service Areas)</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

*MINIMUM CHARGES INCLUDE FULL ___ HOURS ON THE JOB

4) Repair Parts/Spare Parts Rate Provision
   a) All parts, furnished as spares or as repair parts in connection with the repair of
equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts
manufactured by the OEM.
   b) All parts shall be furnished at the prices indicated in the Contractor's then current
commercial pricelist at a discount of 0% from such listed prices.
Section III Terms and Conditions for all IT Contractors

1) Organizational Conflicts Of Interest
   a) Definitions.
   "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

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

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

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

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

   b) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

   c) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

3) Travel. Any Contractor travel required in the performance of services must comply with the Pub. L. 99-234 and FAR Part 31.205-46, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel.

4) Warranty
   a) Unless otherwise specified in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
b) The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements, if applicable.

c) 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.

<table>
<thead>
<tr>
<th>Regulation Number</th>
<th>Regulation Title/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.222-46</td>
<td>EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)</td>
</tr>
<tr>
<td>52.222-48</td>
<td>EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)</td>
</tr>
<tr>
<td>52.223-19</td>
<td>COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)</td>
</tr>
<tr>
<td>52.223-2</td>
<td>AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)</td>
</tr>
<tr>
<td>52.229-1</td>
<td>STATE AND LOCAL TAXES (APR 1984)</td>
</tr>
<tr>
<td>52.222-62</td>
<td>PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)</td>
</tr>
<tr>
<td>52.223-13</td>
<td>ACQUISITION OF EPEAT - REGISTERED IMAGING EQUIPMENT (JUN 2014)</td>
</tr>
<tr>
<td>52.223-14</td>
<td>ACQUISITION OF EPEAT® - REGISTERED TELEVISIONS (JUN 2014)</td>
</tr>
<tr>
<td>52.223-16</td>
<td>ACQUISITION OF EPEAT® - REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)</td>
</tr>
<tr>
<td>552.238-115</td>
<td>SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (MAY 2019)</td>
</tr>
<tr>
<td>552.238-107</td>
<td>TRAFFIC RELEASE (SUPPLIES) (MAY 2019)</td>
</tr>
<tr>
<td>552.238-73</td>
<td>IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)</td>
</tr>
<tr>
<td>552.238-86</td>
<td>DELIVERY SCHEDULE (MAY 2019)</td>
</tr>
<tr>
<td>552.238-89</td>
<td>DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)</td>
</tr>
<tr>
<td>552.238-90</td>
<td>CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)</td>
</tr>
<tr>
<td>552.238-91</td>
<td>MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)</td>
</tr>
<tr>
<td>552.238-92</td>
<td>VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)</td>
</tr>
<tr>
<td>552.238-93</td>
<td>ORDER ACKNOWLEDGMENT (MAY 2019)</td>
</tr>
<tr>
<td>552.238-94</td>
<td>ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)</td>
</tr>
</tbody>
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