

# *General Services Administration*

## **FEDERAL SUPPLY SERVICE**

### **AUTHORIZED SCHEDULE PRICE LIST**

### **INFORMATION TECHNOLOGY**

#### **SIN 33411**

Purchasing of  
New Electronic  
Equipment

**FSC Code 7010**  
Information Technology  
Equipment

- Printers

#### **SIN 811212**

Computer and Office  
Machine Repair  
and Maintenance

**FSC Code J070**  
Maintenance/Repair/  
Rebuild of Equipment

- Maintenance
- Repair Service
- Repair Parts/  
Spare Parts

#### **SIN 541519PIV**

Homeland Security  
Presidential Directive  
12 Product and  
Service Components

#### **FSC Code D399**

IT and Telecom  
– Other IT and  
Telecommunications

**Contract Number:**

GS-35F-0428U

**Contract Period:**

June 3, 2008 – June 2, 2028

**Socio-Economic Status:**

Small Business

**Price List Current Through Modification**

# PS-A907, dated December 1, 2025

Online 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.

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## About K&A Industries

### Our experience in secure identification is unmatched in the security industry

At K&A Industries, we're not satisfied until you're satisfied. Our history in identity management has an intense focus on customer satisfaction. This drives us to do whatever it takes to ensure that our secure identity products deliver the performance you expect and deserve. In today's ever-changing security climate, we understand now more than ever how critical our identity management products and services are to the safety of your personnel and the security of your facility.

Having served our clients for almost 30 years throughout the United States and abroad, we understand the importance of tending to our clients in a timely and professional manner. We are proud to continue to work with clients that have been with us since the early 1990s which is a testament to our customer commitment and satisfaction. Our experience in secure identification is why K&A is the leading resource for protecting the identity of federal employees and contractors.

Our federal clients entrust us with HSPD-12 related products and services to secure their facilities and protect their personnel. We support virtually every department and agency on both the civilian and military sides of the government. We have delivered over 3 million pieces of FIPS-201 approved shielded badge holders to date.

**Contact us to discuss how we can assist and you'll  
understand why everyone knows, "We Do ID Right."**



**1a. Authorized Special Item Number:**

33411	Purchasing of New Electronic Equipment
811212	Computer and Office Machine Repair and Maintenance
541519PIV	Homeland Security Presidential Directive 12 Product and Service Components
OLM	Order-Level Materials

**1b. Lowest Priced Model Number:**  
See Authorized Pricing

**1c. Labor Category Descriptions:** N/A

**2. Maximum Order:** \$1,000,000.00

**3. Minimum Order:** \$100.00

**4. Geographic Coverage (Delivery Area):**  
Domestic Delivery

**5. Points of Production:** See Authorized Pricing

**6. Statement of Net Price:** All prices are Net. Discounts have been deducted and the Industrial Funding Fee has been added.

**7. Quantity Discounts:** None

**8. Prompt Payment Terms:** 0%, Net 30 days.  
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

**9a. Government purchase cards are accepted up to the micro-purchase threshold**

**9b. Government purchase cards are not accepted above the micro-purchase threshold**

**10. Foreign Items:** See Authorized Pricing

**11a. Time of Delivery:** 30 Days ARO or as negotiated with the Ordering Agency

**11b. Expedited Delivery:** Contact K&A Industries for Expedited Delivery

**11c. Overnight and 2-Day Delivery:** Contact K&A Industries for Overnight and 2-Day Delivery

**11d. Urgent Requirements:** Contact K&A Industries for Urgent Requirements

**12. F.O.B. Points: Destination**

**13a. Ordering Address:**  
**K&A Industries, Inc.**  
155 Pierce Street, Unit 7  
Somerset, NJ 08873  
(800) 688-9202 toll free  
(908) 226-7000 local  
(908) 226-7007 fax

**13b. Ordering Procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) found in Federal Acquisition Regulation (FAR) 8.405-3.

**14. Payment Address:** Same as Ordering Address

**15. Warranty Provision:**  
Standard Commercial Warranty

**16. Export Packing Charges:** N/A

**17. Terms and Conditions of Government Purchase Card Acceptance:** None

**18. Terms and Conditions of Rental, Maintenance, and Repair:** See Terms and Conditions Section

**19. Terms and Conditions of Installation:**  
See Terms and Conditions Section

**20. Terms and Conditions of Repair Parts:**  
See Terms and Conditions Section

**20a. Terms and Conditions for Any Other Services:**  
See Terms and Conditions Section

**21. Service and Distribution Points:** N/A

**22. Participating Dealers:** N/A

**23. Preventive Maintenance:**  
See Terms and Conditions Section

**24a. Environmental Attributes:** N/A

**24b. Section 508:** N/A

**25. Data Universal Numbering System (DUNS) Number:** 785225848

**26. System for Award Management (SAM) Database:**  
K&A Industries is registered in the System for Award Management (SAM) database;  
Cage Code: 1KS94; SAM EUID = KGP1BKXDK8G1

# Terms and Conditions Applicable to Purchasing of New Electronic Equipment

(Special Item Number 33411)

Contract Number  
**GS-35F-0428U**

## 1. MATERIAL AND WORKMANSHIP

All equipment furnished here under 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 in the price schedule.
- b. Installation, de-installation, re-installation. 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, de-installation, and re-installation services under SIN 33411.
- 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 post-acceptance 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 price list will apply to this contract.  
**Nisca products maintain a two year manufacturer's warranty for all printers, one year for all other hardware components.**
- 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:  
**K&A Industries, Inc.**  
**155 Pierce Street, Unit 7**  
**Somerset, NJ 08873**

## 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 Computer and Office Machine Repair and Maintenance

(Special Item Number 811212)

Contract Number  
**GS-35F-0428U**

## 1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 200 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be Negotiated at the Task Order level.
- b. When 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:

**K&A Industries, Inc.**

**155 Pierce Street, Unit 7  
Somerset, NJ 08873**

## 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 811212). 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 price list. 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 811212 (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.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

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

- a. 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.
- 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 Agency and the Contractor.

**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 price list. Periods of less than one hour will be prorated to the nearest quarter hour.

**d. TRAVEL AND TRANSPORTATION**

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

**e. QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated: None

**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. If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.
- b. When the overall travel charge computed at the above millage 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.

<b>Repair Service Rates</b>				
<b>Locations</b>	<b>Minimum Charge*</b>	<b>Regular Hours Per Hour **</b>	<b>After Hours Per Hour**</b>	<b>Sundays &amp; Holidays Per Hour</b>
<b>Contractor Shop</b>	1 Hour	\$100	\$100	\$200
<b>Ordering Activity Location (within established service areas)</b>	1 Hour	\$100	\$100	\$200
<b>Ordering Activity Location (outside established service areas)</b>	\$100	\$100	\$200	1 Hour

\* Minimum charges include 1 full hour 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 price list, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's then current commercial price list.

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

### **a. REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of 1 year.

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

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 1 year

## **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

# Terms and Conditions Applicable to Homeland Security Presidential Directive 12 Product And Service Components

(Special Item Number 541519PIV)

Contract Number  
**GS-35F-0428U**

## 1. ORDER

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

## 2. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of the Services under SIN 541519PIV must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

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

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

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

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

#### **4. INSPECTION OF SERVICES**

The Inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (MAY 2001) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

#### **5. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

#### **6. INDEPENDENT CONTRACTOR**

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

#### **7. 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.

## **8. INVOICES**

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

## **9. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009), (- ALTERNATE I – OCT 2008) ( DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009), ( ALTERNATE I – OCT 2008) ( DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract.

## **10. RESUMES**

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

## **11. INCIDENTAL SUPPORT COSTS**

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

## **12. APPROVAL OF SUBCONTRACTS**

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

## **13. DESCRIPTION OF AUTHENTICATION PRODUCTS, SERVICES AND PRICING**

Please refer to the Authorized GSA Pricing for product description and pricing.

# USA Commitment To Promote Small Business Participation Procurement Programs

Contract Number  
GS-35F-0428U

## PREAMBLE

K&A Industries, 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:

**Leon Deane**

**Toll Free Phone:** (800) 688-9202

**Local Phone:** (908) 226-7000

**E-mail:** ldeane@kaindustries.com

**Fax:** (908) 226-7007

# Best Value Blanket Purchase Agreement

## Federal Supply Schedule

Contract Number  
GS-35F-0428U

(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

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*Ordering Activity* *Date*

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*Contractor* *Date*

# Best Value Blanket Purchase Agreement

Contract Number  
GS-35F-0428U

BPA Number \_\_\_\_\_

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.

# Base Guidelines for Using “Contractor Team Arrangements”

Contract Number  
GS-35F-0428U

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.

# Authorized GSA Pricing

Contract Number  
GS-35F-0428U

## SIN 33411: Purchasing Of New Electronic Equipment

MFG Part Number	K&A Part Number	Product Description	Quantity	GSA Price	Origin	Warranty
<b>NISCA</b>						
PR5350HED	NIS049PH	PR5350 Print Head	1	\$877.14	JP	1 year
PRC101HED	NIS070PH	PR-C101 Print Head	1	\$593.34	JP	1 year
NGYMCKOK2	NIS025	YMCKOK Color Ink Ribbon	1	\$89.40	JP	1 year
NGYMCKO3/3BP	NIS060	3BP Color Ink Ribbon	1	\$80.40	JP	1 year
NGYMCFK	NIS061	YMCFK Color Ink Ribbon	1	\$83.40	JP	1 year
NGBK	NIS011	Resin Black Monochrome Ink Ribbon	1	\$19.16	JP	1 year
NISCAClear250	NIS006	.001 Mil Clear Polyester Laminate	1	\$58.74	US	1 year
NISCASecureID	NIS028	.001 Mil Secure ID Holographic Laminate	1	\$48.63	US	1 year
PR5361	NIS049-MAG	PR5361 Magnetic Stripe Encoder	1	\$989.34	JP	1 year
CLEANINGKIT53	NIS014B	PR53XX Cleaning Kit	1	\$47.40	US	1 year
PR5500K574KIT	NIS014C	PR-C101 Cleaning Kit	1	\$23.40	US	1 year
PR-C151	NIS151-P	PR-C151 Color PVC Card Printer	1	\$2,438.70	JP	2 year
NGYMCK	NIS075	YMCK Color Ink Ribbon	1	\$125.40	JP	1 year
NGYMCKK	NIS081	YMCKK Color Ink Ribbon	1	\$138.60	JP	1 year
Retransfer Film (inTM)	NIS077	Nisca Clear Retransfer Film (inTM)	1	\$62.70	JP	1 year
NISCASecureIDPRC201	NIS078	Nisca PR-C201 Secure ID Holographic Laminate	1	\$65.34	US	1 year
NISCAClearPRC201	NIS078	Nisca PR-C201 Clear Polyester Laminate	1	\$65.99	US	1 year

## SIN 811212: Computer and Office Machine Repair and Maintenance

MFG Part Number	Product Description	Quantity	GSA Price	Origin	Warranty
<b>K&amp;A INDUSTRIES</b>					
SVC034	K&A Annual Maintenance Contract	10% of GSA Price	N/A	N/A	

## SIN 541519PIV: Homeland Security Presidential Directive 12 Product and Service Components

MFG Part Number	K&A Part Number	Product Description	Quantity	GSA Price	Origin	Warranty
<b>LAMINEX</b>						
153039	LMX003	Skimsafe Dual Card Holder - Open Front	1	\$3.02	US	Lifetime
153095	LMX001	Skimsafe Single Card Holder - Open Front	1	\$2.64	US	Lifetime

## NATIONAL LAMINATING

RFSHIELD01	NLI001	Non-Metallic Shielded Badge Holder	1	\$2.85	US	1 Year
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## ID STRONGHOLD

IDSH1003-001	IDS002	Secure Sleeve v 1.1 Identity Stronghold Standard Art Work	1	\$2.90	US	None
			100	\$1.22		
			500	\$0.93		
			1000	\$0.62		
IDSH1004-001B	CIP099-US	Secure Badgeholder Classic	1	\$3.95	US	1 Year
			100	\$3.83		
			1,000	\$3.40		
			10,000	\$3.09		
IDSH2004-001B	IDS004	Secure Badgeholder DuoLite	1	\$3.89	US	1 Year
			100	\$3.73		
			1,000	\$3.09		
			10,000	\$2.93		
IDSH1004-001B-BC	IDS007	Secure Badgeholder Classic Clip	1	\$5.69	US	1 Year
IDSH2004-004B-BC	IDS007	Secure Badgeholder DuoLite Clip	1	\$5.69	US	1 Year

MFG Part Number	K&A Part Number	Product Description	Quantity	GSA Price	Origin	Warranty
<b>EK EKCESSORIES</b>						
10943B	EKU001-XXX	Patriot with Detachable Lanyard	1	\$33.00	US	Lifetime
			24	\$15.75		
			250	\$14.00		
			500	\$13.00		
			1000	\$11.00		
			2500	\$10.00		
10916B	EKU001	Patriot without Detachable Lanyard	1	\$20.00	US	Lifetime
			24	\$9.00		
			250	\$8.50		
			500	\$8.00		
			1000	\$7.50		
			2500	\$7.00		
10983B	EKU003-XXX	One Hander with Detachable Lanyard	1	\$55.00	US	Lifetime
			24	\$30.00		
			100	\$29.00		
			250	\$19.00		
			500	\$17.00		
			1000	\$14.00		
EKU003	EKU003	One Hander without Detachable Lanyard	2500	\$12.00	US	Lifetime
			1	\$17.82		
			100	\$17.82		
			250	\$17.24		
			500	\$15.24		
			1000	\$12.24		
			2500	\$10.24		

**ID INTELLIGENCE**

SLIDE-001	SLIDE-001	SLIDE Shielded Badge Holder	1	\$4.89	US	SCW
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# *Thank you...*

## FOR YOUR INTEREST IN K&A

We thank you for your interest in our products and services and welcome the opportunity to discuss how we can best meet your needs.

**K&A INDUSTRIES, INC.**

**155 Pierce Street, Unit 7**  
**Somerset, NJ 08873**

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