# General Services Administration Federal Supply Service Authorized Federal Supply Schedule Price List

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!<sup>TM</sup>, a menu-driven database system. The Internet address for GSA-Advantage!<sup>TM</sup> is: <a href="http://www.gsaadvantage.gov">http://www.gsaadvantage.gov</a>

### Professional Audio/Video, Telecommunications, and Security Solutions

FSC GROUP 58: COMMUNICATION, DETECTION, AND COHERENT RADIATION EQUIPMENT

FSC CLASSES: 5820 Radio and Television Communication Equipment, Except Airborne

5821 Radio and Television Communication Equipment, Airborne

5835 Sound Recording and Reproducing Equipment 5836 Video Recording and Reproducing Equipment

5840 Radar Equipment, Except Airborne 5845 Underwater Sound Equipment

5850 Visible and Invisible Light Communication Equipment

5860 Stimulated Coherent Radiation Devices, Components, and Accessories

5895 Miscellaneous Communication Equipment

Contract No.: GS-03F-0003M

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at: <a href="http://www.fss.gsa.gov">http://www.fss.gsa.gov</a>

Contract Period: 11/14/2006 - 11/13/2011



Avtec Systems, Inc. 14432 Albemarle Point Place Chantilly, VA 20151 Telephone: (703) 488-2500

Fax: (703) 488-2555 <a href="http://www.avtec.com">http://www.avtec.com</a>

**Business Size/Status: Small** 

Prices shown herein are NET (discount deducted).

Pricelist current through modification #PA0008 dated 06/19/2007



## TABLE OF CONTENTS

GENERAL CONTRACT INFORMATION	. 1
CONTRACT OVERVIEW	.4
CONTRACT ADMINISTRATOR	.4
MARKETING AND TECHNICAL POINT OF CONTACT	
CONTRACT USE	.4
SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS	
INSTRUCTIONS FOR PLACING ORDERS FOR SUPPLIES BASED ON GSA SCHEDULE FIXED PRICES.	
REQUIREMENTS EXCEEDING THE MAXIMUM ORDER	.6
BLANKET PURCHASE AGREEMENT	
WARRANTY INFORMATION1	
ADDITIONAL GSA TERMS AND CONDITIONS OF SALE	

#### GENERAL CONTRACT INFORMATION

1a. Table of Awarded Special Item Numbers (SINs): (Please refer to page #4 for a more detailed description)

• SIN 58-6 Telecommunications Equipment, Including Spare and Repair Parts, and Accessories.

• SIN 58-7 Ancillary Services

1b. Lowest Priced Model Number and Lowest Price: Please refer to our pricing on page #8

1c. Labor Category Descriptions: Not Applicable

2. Maximum Order: \$100,000

AVTEC Systems shall honor any order exceeding the maximum order threshold above, unless that order (or orders) is returned to the ordering office within (5) five workdays after receipt, with written notice stating AVTEC's intent not to ship the item (or items) called for and the reasons.

3. Minimum Order: \$100

4. Geographic Coverage: 50 States, Washington DC & Puerto Rico

5. Point (s) of Production: Avtec Systems Inc.

14432 Albemarle Point Place

Chantilly, VA 20151

6. Discount from List Price:

All Prices Herein are Net

7. Quantity Discounts: Not Applicable

8. Prompt Payment Terms: Net 30 days

9a. Government Purchase Card is accepted at or below the micro – purchase threshold.

9b. Government Purchase Card *is* accepted above the micro – purchase threshold, not to exceed a maximum of \$15,000.

10. Foreign Items: None

11a. Time of Delivery: 30-120days

11b. Expedited Delivery: To Be Negotiated with Ordering Agency

11c. Overnight and 2-Day Delivery: To Be Negotiated with Ordering Agency

11d. Urgent Requirement: To Be Negotiated with Ordering Agency

12. F.O.B. Point(s): Destination

ANTEC SYSTEMS GS-03F-0003M Page 1

13a. Ordering Address: Avtec Systems, Inc.

Attn: Melanie Appling/GSA Orders

14432 Albemarle Point Place

Chantilly, VA 20151

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

14. Payment Address: Provident Bank

7799 Leesburg Pike 9<sup>th</sup> Floor – mail code 744 Falls Church, VA 22043-2413

Under EFT please indicate Provident Bank: Credit

Avtec.

Please contact Avtec Systems' Customer Service at (703) 488-2500 for bank routing number to

process EFT payments.

For all other payments: Avtec Systems, Inc.

14432 Albemarle Point Place

Chantilly, VA 20151

15. Warranty Provision: Avtec warrants and implies that the items

deliviered hereunder are merchantable and fit for use, Avtec's limited warranties for hardware and software apply. Please refer to pages 15-18.

16. Export Packing Charges: Not Applicable

17. Terms & Conditions of Government Purchase Card

Acceptance:

None

18. Terms and conditions of rental, maintenance, and

repair:

Not Applicable

19. Terms and conditions of installation (if applicable):

Not Applicable

20. Terms and conditions of repair parts indicating date of

parts, price lists and any discounts from list prices:

Not Applicable

20a. Terms and conditions for any other services

(if applicable):

Not Applicable

21. List of service and distribution points

(if applicable):

Not Applicable

22. List of participating dealers (if applicable):

Not Applicable

23. Preventative maintenance (if applicable)

Avtec Systems offers maintenance contracts for hardware and software. Please refer to our

pricing on page #14.

AVTEC SYSTEMS GS-03F-0003M Page 2

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.):

Not Applicable

24b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/:

Contact Contract Administrator for more information.

25. Data Universal Number System (DUNS) Number:

007790512

26. Avtec Systems, Inc. is registered in the Central Contractor Registration (CCR) database.

#### **CONTRACT OVERVIEW**

GSA awarded Avtec Systems, Inc. a GSA Federal Supply Schedule contract for Professional Audio/Video, Telecommunications, and Security Solutions (AV), Contract No. GS-03F-0003M. The current contract period is 11/14/2006 - 11/13/2011. GSA may exercise a total of up to two additional 5 year option periods. The contract allows for the placement of Firm Fixed Price or Time and Materials task orders using the labor categories and ceiling rates defined in the contract.

#### **CONTRACT ADMINISTRATOR**

Sally Bauer Avtec Systems, Inc. 14432 Albemarle Point Place Chantilly, VA 20151

Telephone: 703-488-2500 Fax Number: 703-488-2555 Email: <a href="mailto:sbauer@avtec.com">sbauer@avtec.com</a>

#### MARKETING AND TECHNICAL POINT OF CONTACT

Robert Ritter Avtec Systems, Inc. 14432 Albemarle Point Place Chantilly, VA 20151 Telephone: 703-488-2500

Fax Number: 703-488-2555 Email: rritter@avtec.com

#### **CONTRACT USE**

This contract is available for use by all federal government agencies, as a source for Professional Audio/Video, Telecommunications, and Security Solutions. Executive agencies, other Federal agencies, mixed –ownership Government corporations, and the District of Columbia; government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply may use this contract. Additionally, contractors are encouraged to accept orders received from activities within the Executive Branch of the Federal Government.

#### SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS

#### SIN 58-6 Telecommunications Equipment, Including Spare and Repair Parts, and Accessories.

Included are Telemetry Equipment - Airborne and Non-Airborne; Radar Equipment Except Airborne; Underwater Sound Equipment; Visible and Invisible Light Equipment; Laser Equipment; Recorder/Reproducer Sets – Signal Data (Multi-application); Wildlife and Fish Monitoring Equipment; Fiber Optic and Digital Telecommunications Equipment; Multiplexers

#### SIN 58-7 Ancillary Services.

To allow suppliers to provide services associated with their products, such as equipment set-up, assembly, installation, integration and training if required at the delivered location Offers submitted for Installation, Integration and Training Services only will not be considered.

Page 4



# INSTRUCTIONS FOR PLACING ORDERS FOR SUPPLIES BASED ON GSA SCHEDULE FIXED PRICES

GSA provides a streamlined, efficient process for ordering the supplies you need. GSA has already determined that Avtec Systems, Inc.'s prices are fair and reasonable. Agencies may use written orders; facsimile orders, credit card orders, blanket purchase agreement orders or individual purchase orders under this contract.

#### Orders under the \$2,500 Micro-Purchase Threshold

• You can place the order directly with the contractor for the item that best meets your needs.

#### Orders over the \$2,500 Micro-Purchase Threshold

As required by FAR 8.404, you are required to:

- Review the GSA Advantage! online shopping service.
- Then make a Best Value determination.

#### OR

- Review 3 Schedule contractors' pricelists.
- Select Best Value (considering price, plus administrative costs).
- Place the order directly with Schedule contractor of your choice.

#### **Orders over the Maximum Order Threshold**

- Follow the procedures for orders over \$2,500.
- Review additional price lists or use the GSA *Advantage!* online shopping service.
- Seek price reductions from Schedule contractors that represent Best Value.
- Place your order with the Schedule contractor offering the Best Value.



#### REQUIREMENTS EXCEEDING THE MAXIMUM ORDER

In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall:

- Review additional schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
- Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
- After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

#### Vendors may:

Offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations.)

- Offer the lowest price available under the contract; or
- Decline the order (orders must be returned in accordance with FAR 52.216-19).

A task order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract.

Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-74.



#### BLANKET PURCHASE AGREEMENT

Ordering activities may establish BPAs under any schedule contract to fill repetitive needs for supplies or services. 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 BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many BPAs to establish, consider:

- The scope and complexity of the requirement(s);
- The need to periodically compare multiple technical approaches or prices;
- The administrative costs of BPAs; and
- The technical qualifications of the schedule contractor(s).

Establishment of a single BPA, or multiple BPAs, shall be made using the same procedures outlined in 8.405-1 or 8.405-2. BPAs shall address the frequency of ordering, invoicing, discounts, requirements (*e.g.* estimated quantities, work to be performed), delivery locations, and time.

When establishing multiple BPAs, the ordering activity shall specify the procedures for placing orders under the BPAs.

Establishment of a multi-agency BPA against a Federal Supply Schedule contract is permitted if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.

#### Ordering from BPAs:

<u>Single BPA.</u> If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.

<u>Multiple BPAs.</u> If the ordering activity establishes multiple BPAs, before placing an order exceeding the micropurchase threshold, the ordering activity shall:

- Forward the requirement, or statement of work and the evaluation criteria, to an appropriate number of BPA holders, as established in the BPA ordering procedures; and
- Evaluate the responses received, make a best value determination (see 8.404(d)), and place the order with the BPA holder that represents the best value.

<u>BPAs for hourly rate services.</u> If the BPA is for hourly rate services, the ordering activity shall develop a statement of work for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the statement of work.

<u>Duration of BPAs.</u> BPAs generally should not exceed five years in length, but may do so to meet program requirements. Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance.

#### Review of BPAs:

The ordering activity that established the BPA shall review it at least once a year to determine whether:

- The schedule contract, upon which the BPA was established, is still in effect;
- The BPA still represents the best value (see 8.404(d)); and
- Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

The ordering activity shall document the results of its review.



# PRODUCT PRICING AVTEC SYSTEMS, INC. PRICELIST FOR SIN 58-6

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120	\$859.13	EA	AVTEC	Destination
120	\$4,152.44	EA	AVTEC	Destination
120	\$908.50	EA	AVTEC	Destination
120	\$4,438.81	EA	AVTEC	Destination
120	\$7,159.38	EA	AVTEC	Destination
120	\$859.13	EA	AVTEC	Destination
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Product Number	Product Description	Delivery Time (Days ARO)	GSA Price w/	Unit of Issue	Manufacturer	FOB Point
ION-6204	ioNET cPCI Quad Channel 5 Mbps Serial I/O Module	120	\$13,825.00	EA	AVTEC	Destination
ION-6302	ioNET cPCI Dual Channel IRIG I/O Module	120	\$6,912.50	EA	AVTEC	Destination
ION-6303	Spare 250W AC power supply	120	\$951.95	EA	AVTEC	Destination
ION-6304	ioNET cPCI QUAD Channel IRIG I/O Module Board Set (Analog)	120	\$10,857.56	EA	AVTEC	Destination
ION-6313	Spare 250W DC power supply	120	\$853.20	EA	AVTEC	Destination
ION-7102	Spare Chassis Management Module	120	\$2,419.38	EA	AVTEC	Destination
ION-LR-4	ioNET 4U Compact PCI Base System. Includes CPU Module and Chassis Management Module, 2 250 W AC, hot-swap power supplies, hot-swap fan trays, ioNET timing distribution module. 10/100 M&C Ethernet. 10/100/1000 Data Ethernet, with 4 Serial I/O Ports (aggregate data rate less than 2 Mbps)	120	\$25,670.06	EA	AVTEC	Destination
ION-LR-6	ioNET 4U Compact PCI Base System. Includes CPU Module and Chassis Management Module, 2 250 W AC, hot-swap power supplies, hot-swap fan trays, ioNET timing distribution module. 10/100 M&C Ethernet. 10/100/1000 Data Ethernet, with 6 Serial I/O Ports (aggregate data rate less than 2 Mbps)	120	\$29,620.06	EA	AVTEC	Destination
ION-LR-8	ioNET 4U Compact PCI Base System. Includes CPU Module and Chassis Management Module. 2 250 W AC, hot-swap power supplies, hot-swap fan tra. ioNET timing distribution module. 10/100 M&C Ethernet. 10/100/1000 Data Ethernet, with 8 Serial I/O Ports (aggregate data rate less than 4 Mbps)	120	\$33,570.06	EA	AVTEC	Destination
ION-LR-10	ioNET 4U Compact PCI Base System. Includes CPU Module and Chassis Management Module. 2 250 W AC, hot-swap power supplies, hot-swap fan tra. ioNET timing distribution module. 10/100 M&C Ethernet. 10/100/1000 Data Ethernet, with 10 Serial I/O Ports(aggregate data rate less than 4 Mbps)	120	\$37,520.06	EA	AVTEC	Destination
ION-LR-12	ioNET 4U Compact PCI Base System. Includes CPU Module and Chassis Management Module. 2 250 W AC, hot-swap power supplies, hot-swap fan tra. ioNET timing distribution module. 10/100 M&C Ethernet. 10/10/00/100 Data Ethernet, with 12 Serial I/O Ports (aggregate data rate less than 6 Mbps)	120	\$41,470.06	EA	AVTEC	Destination
ION-LR-16	ioNET 4U Compact PCI Base System. Includes CPU Module and Chassis Management Module. 2 250 W AC, hot-swap power supplies, hot-swap fan tra. ioNET timing distribution module. 10/100 M&C Ethernet. Dual 10/100/1000 Ethernet, with 16 Serial I/O Ports (aggregate data rate less than 8 Mbps)	120	\$49,370.06	EA	AVTEC	Destination
ION-LR-20	ioNET 4U Compact PCI Base System. Includes CPU Module and Chassis Management Module. 2 250 W AC, hot-swap power supplies, hot-swap fan tra. ioNET timing distribution module. 10/100 M&C Ethernet. 10/100/1000 Data Ethernet, with 16 Serial I/O Ports (aggregate data rate less than 10 Mbps)	120	\$57,270.06	EA	AVTEC	Destination
LRIT-R1000	LRIT Satellite Weather Terminal	90	\$8,882.56	EA	AVTEC	Destination
MCB-1000	RACKMOUNT MULTICHANNEL BIT SYNCHRONIZER/VITERBI DECODER BASE SYSTEM. 2U rackmount chassis with 4 slots. Single Board Computer with Intel processor and Windows XP operating system. Control locally using customer provided KVM or remotely using Ethernet interface.	60	\$7,895.06	EA	AVTEC	Destination
MCB-6711	Driver/Receiver Board	60	\$982.56	EA	AVTEC	Destination
MCB-6750-V	R=1/2 and 1/3 Conv Encoder/Viterbi Decoder	60	\$9,870.06	EA	AVTEC	Destination
MCB-6800-B	BITSYNC channel option	60	\$5,920.06	EA	AVTEC	Destination
MCB-6800-BV	BITSYNC VITERBI DECODER channel option	60	\$6,907.56	EA	AVTEC	Destination
PCI-6100	25 Mbps Monarch-E PCI Frame Sync / Telemetry Simulator with Reed-Solomon Encoder/Decoder	30	\$11,845.06	EA	AVTEC	Destination
PCI-6100-SGLS	25 Mbps Monarch-E PCI Frame Sync / Telemetry Simulator with Reed-Solomon Encoder/Decoder SGLS output	30	\$12,832.56	EA	AVTEC	Destination
PCI-6200	25 Mbps Monarch PCI Frame Sync / Telemetry Simulator	30	\$7,895.06	EA	AVTEC	Destination
PCI-6200-SGLS	25 Mbps Monarch PCI Frame Sync / Telemetry Simulator SGLS output	30	\$8,882.56	EA	AVTEC	Destination
PCI-6201	Monarch PCI Ternary Output	30	\$4,932.56	EA	AVTEC	Destination



Product Number	Product Description	Delivery Time (Days ARO)	GSA Price w/ IFF	Unit of Issue	Manufacturer	FOB Point
PCI-6202	Monarch PCI Ternary Input	30	\$4,932.56	EA	AVTEC	Destination
PCI-6205	5 Mbps MONARCH Frame Sync/Simulator	30	\$4,932.56	EA	AVTEC	Destination
PCI-6205-SGLS	5 Mbps MONARCH Frame Sync/Simulator SGLS output	30	\$5,920.06	EA	AVTEC	Destination
PCI-6500	200 Mbps Monarch-EX Frame Sync / Simulator with RS Encoder/Decoder	30	\$19,745.06	EA	AVTEC	Destination
PCI-6502	400 Mbps Monarch-EX Frame Sync / Simulator with RS Encoder/Decoder	30	\$34,557.56	EA	AVTEC	Destination
PCI-6503	300 Mbps Monarch-EX Frame Sync / Simulator with RS Encoder/Decoder	30	\$27,645.06	EA	AVTEC	Destination
PCI-6504	100 Mbps Monarch-EX Frame Sync / Simulator with RS Encoder/Decoder	30	\$14,807.56	EA	AVTEC	Destination
PCI-6510	200 Mbps Monarch-EX Frame Sync / Simulator	30	\$16,782.56	EA	AVTEC	Destination
PCI-6512	400 Mbps Monarch-EX Frame Sync / Simulator	30	\$29,620.06	EA	AVTEC	Destination
PCI-6513	300 Mbps Monarch-EX Frame Sync/Simulator	30	\$23,695.06	EA	AVTEC	Destination
PCI-6514	100 Mbps Monarch-EX Frame Sync/Simulator	30	\$11,845.06	EA	AVTEC	Destination
PCI-6550	Serial Differential ECL transition module for Monarch-EX with 100 Ohm differential termination	30	\$11,845.06	EA	AVTEC	Destination
PCI-6551	Serial Differential ECL transition module for Monarch-EX with 50 Ohm termination to Vt	30	\$9,870.06	EA	AVTEC	Destination
PCI-6552	Serial LVDS transition module	30	\$14,807.56	EA	AVTEC	Destination
PCI-6554	High Speed Serial differential ECL I/O board with 50 Ohm termination to Vt	30	\$19,745.06	EA	AVTEC	Destination
PCI-6555	High Speed Serial differential ECL I/O board with 100 Ohm differential termination	30	\$21,720.06	EA	AVTEC	Destination
PCI-6710	Timing Distribution/ RS-422 to TTL/ Bipolar converter board	30	\$982.56	EA	AVTEC	Destination
PCI-6800-B	Bit/Sync Board	30	\$5,426.31	EA	AVTEC	Destination
PCI-6800-BV	Bit/Sync - Viterbi decoder Board	30	\$6,413.81	EA	AVTEC	Destination
PCI-6800-DB	Demodulator - Bit/Sync Board	30	\$11,845.06	EA	AVTEC	Destination
PCI-6800-DBV	Demodulator - Bit/Sync - Viterbi decoder board	30	\$12,832.56	EA	AVTEC	Destination
PCI-6800-V	Viterbi Decoder board	30	\$3,945.06	EA	AVTEC	Destination
PCI-6810-B	Bit/Sync Board, 10BPS	30	\$5,920.06	EA	AVTEC	Destination
PCI-6810-BV	Bit/Sync - Viterbi decoder Board, 10BPS	30	\$6,907.56	EA	AVTEC	Destination
PCI-6810-DB	Demodulator - Bit/Sync Board, 10BPS	30	\$12,338.81	EA	AVTEC	Destination
PCI-6810-DBV	Demodulator - Bit/Sync - Viterbi decoder board, 10BPS	30	\$13,326.31	EA	AVTEC	Destination



PCI-BC635 PCI Time  PTP-2000L PTP Lite  PTP-2000X PTP Soft  4U Racks GB Ether Windows  4U Racks AU Racks PTP-2007B Control, drive. Wi	Decoder board, 10BPS  seboard  a Software License for Windows 2000/XP, reduced module set  ftware License for Windows 2000/XP, reduced module set  ftware License for Windows 2000/XP  kmount PTP Base System. P4, 1024MB RAM, 10/100 NIC for Monitor and Control, ernet, SATA System Drive, 3 PCI & 3 ISA slots available, DVD+-RW, Floppy drive. ss XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System. P4, 1024MB RAM, 10/100 NIC for Monitor and Control, ernet, SATA System Drive, 6 PCI & 6 ISA slots available, DVD+-RW, Floppy drive. ss XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and GB Ethernet, SATA System Drive, 11 PCI & 2 ISA slots available, DVD+-RW, Floppy (findows XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and Control, GB Ethernet, system Drive, DVD+-RW, Floppy drive. Windows XP OS, Avtec PTP Software.  kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB thernet, which was passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB thernet, which was passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB thernet, which was passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB thernet, which was passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB thernet, with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB thernet, with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB thernet, with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB ther	30 30 30 30 60 60	\$4,932.56 \$2,957.56 \$4,932.56 \$12,338.81 \$14,807.56 \$17,770.06	EA EA EA	AVTEC  AVTEC  AVTEC  AVTEC  AVTEC	Destination  Destination  Destination  Destination
PTP-2000L PTP Lite  PTP-2000X PTP Soft  4U Racks GB Ether Windows  PTP-2007 GB Ether Windows  4U Racks PTP-2007 GB Control, of drive. Windows  4U Racks  4U Racks  4U Racks  4U Racks  4U Racks	e Software License for Windows 2000/XP, reduced module set  ftware License for Windows 2000/XP  kmount PTP Base System. P4, 1024MB RAM, 10/100 NIC for Monitor and Control, ernet, SATA System Drive, 3 PCI & 3 ISA slots available, DVD+-RW, Floppy drive. s XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System. P4, 1024MB RAM, 10/100 NIC for Monitor and Control, ernet, SATA System Drive, 6 PCI & 6 ISA slots available, DVD+-RW, Floppy drive. s XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and GB Ethernet, SATA System Drive, 11 PCI & 2 ISA slots available,DVD+-RW, Floppy findows XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and Control, GB Ethernet, ystem Drive, 1D VD+-RW, Floppy drive. Windows XP OS, Avtec PTP Software.  kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB	30 30 60 60	\$4,932.56 \$12,338.81 \$14,807.56 \$17,770.06	EA EA	AVTEC AVTEC	Destination  Destination
PTP-2000X PTP Soft  4U Racki GB Ether Windows  PTP-2007 GB Ether Windows  4U Racki PTP-2007 GD Ether Windows  4U Racki PTP-2007B Control, drive. Wi  4U Racki	ftware License for Windows 2000/XP  kmount PTP Base System. P4, 1024MB RAM, 10/100 NIC for Monitor and Control, emet, SATA System Drive, 3 PCI & 3 ISA slots available, DVD+-RW, Floppy drive. Is XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System. P4, 1024MB RAM, 10/100 NIC for Monitor and Control, emet, SATA System Drive, 6 PCI & 6 ISA slots available, DVD+-RW, Floppy drive. Is XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System. P4, 1024MB RAM, 10/100 NIC for Monitor and GB Ethernet, SATA System Drive, 11 PCI & 2 ISA slots available, DVD+-RW, Floppy findows XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and Control, GB Ethernet, ystem Drive, DVD+-RW, Floppy drive. Windows XP OS, Avtec PTP Software.  kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB	30 60 60 60	\$12,338.81 \$14,807.56 \$17,770.06	EA EA	AVTEC AVTEC	Destination
PTP-2003 4U Racki GB Ether Windows PTP-2007 GB Ether Windows PTP-2007B 4U Racki PTP-2007B Control, drive. Wi	kmount PTP Base System. P4, 1024MB RAM, 10/100 NIC for Monitor and Control, emet, SATA System Drive, 3 PCI & 3 ISA slots available, DVD+-RW, Floppy drive. s XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System. P4, 1024MB RAM, 10/100 NIC for Monitor and Control, emet, SATA System Drive, 6 PCI & 6 ISA slots available, DVD+-RW, Floppy drive. s XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and GB Ethernet, SATA System Drive, 11 PCI & 2 ISA slots available, DVD+-RW, Floppy findows XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and Control, GB Ethernet, ystem Drive, DVD+-RW, Floppy drive. Windows XP OS, Avtec PTP Software.  kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB	60	\$14,807.56 \$17,770.06	EA	AVTEC	
PTP-2003         GB Ether Windows           4U Rack         GB Ether Windows           PTP-2007         GB Ether Windows           4U Rack         PTP-2007B           Control, drive. Windows         4U Rack	smet, SATA System Drive, 3 PCI & 3 ISA slots available, DVD+-RW, Floppy drive. is XP OS, Avtec PTP Software. 2 drive bays available. kmount PTP Base System. P4, 1024MB RAM, 10/100 NIC for Monitor and Control, amet, SATA System Drive, 6 PCI & 6 ISA slots available, DVD+-RW, Floppy drive. is XP OS, Avtec PTP Software. 2 drive bays available. kmount PTP Base System. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and GB Ethernet, SATA System Drive, 11 PCI & 2 ISA slots available,DVD+-RW, Floppy findows XP OS, Avtec PTP Software. 2 drive bays available. kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and Control, GB Ethernet, ystem Drive, 1D VD+-RW, Floppy drive. Windows XP OS, Avtec PTP Software. 2 kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB	60	\$17,770.06			Destination
PTP-2007         GB Ether Windows           4U Rackı           PTP-2007B         Control, drive. Wi           4U Rackı           4U Rackı	ernet, SATA System Drive, 6 PCI & 6 ISA slots available, DVD+-RW, Floppy drive. In SXP OS, Avtec PTP Software. 2 drive bays available.  Wincount PTP Base System. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and GB Ethernet, SATA System Drive, 11 PCI & 2 ISA slots available, DVD+-RW, Floppy Irindows XP OS, Avtec PTP Software. 2 drive bays available.  Wincount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and Control, GB Ethernet, ystem Drive, DVD+-RW, Floppy drive. Windows XP OS, Avtec PTP Software.  Wincount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB	60		EA	A\/TEC	
PTP-2007B Control, 0 drive. Wi	GB Ethernet, SATÁ System Drive, 11 PCI & 2 ISA slots available, DVD+-RW, Floppy findows XP OS, Avtec PTP Software. 2 drive bays available.  kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and Control, GB Ethernet, yestem Drive, DVD+-RW, Floppy drive. Windows XP OS, Avtec PTP Software.  kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB		\$17,770.06		AVIEC	Destination
	upply. P4 SBC, 1024MB RAM, 10/100 NIC for Monitor and Control, GB Ethernet, ystem Drive, DVD+-RW, Floppy drive. Windows XP OS, Avtec PTP Software.  kmount PTP Base System (25.1 " deep). Passive backplane with redundant 400+W upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB		1	EA	AVTEC	Destination
SATA Sy	upply. P4 SBC with 1024MB RAM, 10/100 Ethernet for Monitor and Control, GB	60	\$19,745.06	EA	AVTEC	Destination
PTP-2010 power su Ethernet,	t, Milrored, not-swap SATA System Drives and Data Drives, FD, DVD+-RW, is XP OS and PTP software.	60	\$24,682.56	EA	AVTEC	Destination
PTP-6100 25 Mbps	s MONARCH-E Frame Sync/Simulator with Reed-Solomon Encoder/Decoder	30	\$11,845.06	EA	AVTEC	Destination
PTP-6100-SGLS 25 Mbps Interface	s Monarch-E PCI Frame Sync/Telemetry Simulator with Space-Ground Link System e	30	\$12,832.56	EA	AVTEC	Destination
PTP-6200 25 Mbps	s MONARCH Frame Sync/Simulator	30	\$7,895.06	EA	AVTEC	Destination
PTP-6200-SGLS 25 Mbps Interface	s Monarch PCI Frame Sync/Telemetry Simulator with Space-Ground Link System e	30	\$8,882.56	EA	AVTEC	Destination
PTP-6205 5 Mbps N	MONARCH Frame Sync/Simulator	30	\$4,932.56	EA	AVTEC	Destination
PTP-6205-SGLS 5 Mbps N Interface	Monarch PCI Frame Sync/Telemetry Simulator with Space-Ground Link System e	30	\$5,920.06	EA	AVTEC	Destination
PTP-6800-B BITSYNC	С	30	\$5,426.31	EA	AVTEC	Destination
PTP-6800-BV BITSYNC	IC VITERBI DECODER	30	\$6,413.81	EA	AVTEC	Destination
PTP-6800-DB DEMOD/	)/BITSYNC	30	\$11,845.06	EA	AVTEC	Destination
PTP-6800-DBV DEMOD/	//BITSYNC/ VITERBI DECODER	30	\$12,832.56	EA	AVTEC	Destination
PTP-6800-V VITERBI	I DECODER BOARD	30	\$3,945.06	EA	AVTEC	Destination
PTP-6810-B BITSYNC	IC, 10bps	30	\$5,920.06	EA	AVTEC	Destination
PTP-6810-BV BITSYNC	IC VITERBI DECODER, 10bps	30	\$6,907.56	EA	AVTEC	Destination
PTP-6810-DB BPSK SU	UBCARRIER DEMODULATOR BITSYNC (EXTENDED LOWER RANGE)	30	\$12,338.81	EA	AVTEC	Destination
PTP-6810-DBV BPSK SU	UBCARRIER DEMODULATOR BITSYNC VITERBI (EXTENDED LOWER RANGE)	30	\$13,326.31	EA	AVTEC	Destination
PTP-6810-V VITERBI	BI DECODER, 10bps	30	\$4,932.56	EA	AVTEC	Destination
PTP-9002C Rackmou		60	1			



Product Number	Product Description	Delivery Time (Days ARO)	GSA Price w/ IFF	Unit of Issue	Manufacturer	FOB Point
PTP-9010	KIT, REMOVABLE HD KIT SCSI	60	\$390.06	EA	AVTEC	Destination
PTP-9010A	KIT, REMOVABLE HD KIT SATA	60	\$390.06	EA	AVTEC	Destination
PTP-9035	BOARD, GIGABIT ETHERNET	60	\$982.56	EA	AVTEC	Destination
PTP-9041	HARD DRIVE, 147GB U320 SCSI, 10K RPM high performance, high capacity	60	\$1,970.06	EA	AVTEC	Destination
PTP-9043	Internal SATA RAID for 200 Mbps PTP-EX. Two 120 GB SATA Drives/Enclosures and RAID controller	60	\$2,957.56	EA	AVTEC	Destination
PTP-9045	Internal 120 GB SATA Drive	60	\$982.56	EA	AVTEC	Destination
PTP-9046	Internal SATA RAID for 200 Mbps PTP-EX. Four 120 GB SATA Drives/Enclosures and RAID controller	60	\$5,920.06	EA	AVTEC	Destination
PTP-9047	Internal SCSI RAID for 400 Mbps PTP-EX system. Four 150 GB SCSI Drives/Enclosures and RAID controller	60	\$9,870.06	EA	AVTEC	Destination
PTP-9047A	External SCSI Raid for 400 Mbps PTP-EX system. RAID controller, Enclosure, and four 150 GB SCSI drives	60	\$11,845.06	EA	AVTEC	Destination
PTP-CCSDS	PTP-EX CCSDS Simulation and Processing Module	30	\$7,895.06	EA	AVTEC	Destination
PTP-COP1	COP-1 CCSDS TELECOMMAND MODULE Software License	30	\$9,870.06	EA	AVTEC	Destination
PTPEX	PTP-EX Base System. 4U Rackmount chassis redundant 400+W power supply. Dual Xeon, 2 GB RAM, 10/100 NIC for Monitor and Control, GB Ethernet, 837GB SATA hot-swap, mirrored System Drives, DVD+-RW, Floppy drive. Windows Server 2003 OS, Avtec PTP Software.	120	\$29,620.06	EA	AVTEC	Destination
PTP-KGIF	KG CONTROL STATUS MODULE	30	\$4,932.56	EA	AVTEC	Destination
PTP-RACK-2	19" roll-around rack enclosure. Dimensions 87.25"H x 22.16"W x 30.87"D	60	\$2,957.56	EA	AVTEC	Destination
PTP-SLE	SLE User and Provider Modules )Forward CLTU, Returns all Frames, and return Channel Frames)	30	\$18,757.56	EA	AVTEC	Destination
PTP-SOFT-RS-DECODER	PTP SOFT-RS-DECODER SOFTWARE License	30	\$4,932.56	EA	AVTEC	Destination
PTP-SOFTSYNC	PTP SOFTSYNC SOFTWARE License	30	\$2,957.56	EA	AVTEC	Destination
PTP-SOFT-VIT	PTP Viterbi Decoder (R=1/2 to 1/6, K = 7 to 15) SOFTWARE License	30	\$9,870.06	EA	AVTEC	Destination
PTP-VERIFY	PTP Software Command Probe Verify license	30	\$2,957.56	EA	AVTEC	Destination
PTP-TURBOVERIFY	PTP Turbo Encoder and Verify Modules SOFTWARE License	30	\$9,870.06	EA	AVTEC	Destination
WING50-SS	50 Mbps Wideband Isochronous Network Gateway with Single Mode OC-3 ATM interface and SMA Serial ECL interface.	120	\$49,370.06	EA	AVTEC	Destination
WING50-ST	50 Mbps Wideband Isochronous Network Gateway with Single Mode OC-3 ATM interface and TRIAX Serial ECL interface.	120	\$49,370.06	EA	AVTEC	Destination
WING50-MS	50 Mbps Wideband Isochronous Network Gateway with Multi Mode OC-3 ATM interface and SMA Serial ECL interface.	120	\$49,370.06	EA	AVTEC	Destination
WING50-MT	50 Mbps Wideband Isochronous Network Gateway with Multi Mode OC-3 ATM interface and TRIAX Serial ECL interface.	120	\$49,370.06	EA	AVTEC	Destination
WING100-SS	100 Mbps Wideband Isochronous Network Gateway with Single Mode OC-3 ATM interface and SMA Serial ECL interface.	120	\$78,995.06	EA	AVTEC	Destination
WING100-ST	100 Mbps Wideband Isochronous Network Gateway with Single Mode OC-3 ATM interface and TRIAX Serial ECL interface.	120	\$78,995.06	EA	AVTEC	Destination



Product Number	Product Description	Delivery Time (Days ARO)	GSA Price w/ IFF	Unit of Issue	Manufacturer	FOB Point
WING100-MS	100 Mbps Wideband Isochronous Network Gateway with Multi Mode OC-3 ATM interface and SMA Serial ECL interface.	120	\$78,995.06	EA	AVTEC	Destination
WING100-MT	100 Mbps Wideband Isochronous Network Gateway with Multi Mode OC-3 ATM interface and TRIAX Serial ECL interface.	120	\$78,995.06	EA	AVTEC	Destination
WING300-SS	300 Mbps Wideband Isochronous Network Gateway with Single Mode OC-12 ATM interface and SMA Serial ECL interface.	120	\$88,870.06	EA	AVTEC	Destination
WING300-ST	300 Mbps Wideband Isochronous Network Gateway with Single Mode OC-12 ATM interface and TRIAX Serial ECL interface.	120	\$88,870.06	EA	AVTEC	Destination
WING300-MS	300 Mbps Wideband Isochronous Network Gateway with Multi Mode OC-12 ATM interface and SMA Serial ECL interface.	120	\$88,870.06	EA	AVTEC	Destination
WING300-MT	300 Mbps Wideband Isochronous Network Gateway with Multi Mode OC-12 ATM interface and TRIAX Serial ECL interface.	120	\$88,870.06	EA	AVTEC	Destination

# **AVTEC SYSTEMS, INC. PRICELIST FOR SIN 58-7**

Item Number	Description	GSA Price w/ IFF	Unit	Manufacturer
ANC SERVICE	CCSDS/PTP Training	\$1,185	DAY	AVTEC
ANC SERVICE	PTP Installation	\$1,185	DAY	AVTEC
ANC SERVICE	Custom Engineering	\$123	HR	AVTEC
ANC SERVICE	System Engineering / Program Management	\$148	HR	AVTEC
ANC SERVICE	Software Maintenance Contract Option - PTP NT	\$2,469	YR	AVTEC
ANC SERVICE	Software Maintenance Contract Option - PTP EX	\$4,938	YR	AVTEC
ANC SERVICE	Hardware Maintenance Contract Option	5% of System Price	YR	AVTEC

Out of Warranty Repairs	Labor: a \$395 minimum evaluation charge plus \$133.70/hour after the first three (3) hours. Labor charges are billed in one (1) hour increments. Parts: Part cost plus 35%.
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#### WARRANTY INFORMATION

## **Hardware Limited Warranty**

For a period of 12 months from date of delivery, Avtec Systems, Inc. (AVTEC), warrants the product delivered to Buyer as follows: (1) the hardware shall be free from defects in material and workmanship and will conform to the applicable AVTEC specification and the terms of this proposal, and (2) the software and firmware will conform to the applicable AVTEC specification and the terms of this proposal.

This Agreement shall be construed and interpreted in accordance with (i) the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies, boards of contract appeals and quasi-judicial agencies of the Federal Government or (ii) in the absence of such Federal law, the laws of the Commonwealth of Virginia (without regard to its conflict of laws principles).

If a defect occurs during the warranty period, Buyer shall return the product to AVTEC or to a facility designated by AVTEC for repair or replacement. AVTEC shall determine in its sole discretion whether to repair or replace any defective product covered by this warranty. Buyer shall prepay the cost of shipping the product to AVTEC or to the designated facility and bear the risk of loss while the product is in transit. AVTEC shall pay the shipping charges to return the product to the Buyer and bear the risk of loss during transit, unless AVTEC determines that the defect is not covered by this warranty. In the event that AVTEC determines that a returned product is not covered by this warranty, AVTEC shall immediately notify the Buyer and request instructions regarding disposition. Buyer's sole and exclusive remedy for defects in products covered by this warranty is limited to the correction of the defect by repair or replacement.

The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance by Buyer, Buyer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications of the product, or improper site preparation or maintenance. This warranty shall also not apply to products that have been subjected to testing for other than specified electrical characteristics or have been subjected to mishandling, misuse, neglect, improper testing, repair, alteration, damage, assembly or processing that alters physical or electrical properties.

IN NO EVENT WILL AVTEC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY EXTENDS TO THE BUYER ONLY AND NOT TO ANY BUYER'S CUSTOMERS (EXCEPT FOR THE CASE WHEN THE BUYER'S CUSTOMER IS THE UNITED STATES OF AMERICA) OR USERS OF BUYER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer-Requested Specifications/Modifications – Avtec products are very complex. As such, even though Avtec has attempted to determine what impact any customer-requested customizations/specifications ("Customer Specifications") may have on the product's base functionality, Avtec is not always able to anticipate the full impact of the Customer Specifications prior to actually making them. Following acceptance, if the Customer requests that Avtec add to the customized product certain base functionality included in the original product but not in the customized product, any such request will result in an additional charge to Customer. Avtec will provide a quote for anticipated charges.



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AVTEC SYSTEMS

replacement. Licensor shall determine in its sole discretion whether to repair or replace any defective Product covered by this warranty. You shall prepay the cost of shipping the Product to Licensor or to the designated facility and bear the risk of loss while the Product is in transit. Licensor shall pay the shipping charges to return the Product to the you and bear the risk of loss during transit, unless Licensor determines that the defect is not covered by this warranty. In the event that Licensor determines that the returned Product is not covered by this warranty, Licensor shall immediately notify you and request instructions regarding disposition. Your sole and exclusive remedy for defects the Product covered by this warranty is limited to the correction of the defect by repair or replacement. The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance by you, or software supplied by you, or interfacing, or unauthorized modifications, or misuse, or operation outside of the environmental specifications of the Product, or improper site preparation or maintenance. This warranty shall also not apply if the Product, or any component comprising the Product, has been subjected to testing for other than specified electrical characteristics or has been subjected to mishandling, misuse, neglect, improper testing, repair, alteration, damage, assembly or processing that alters physical or electrical properties. Customer-Requested Specifications/Modifications – Avtec products are very complex. As such, even though Avtec has attempted to determine what impact any customer-requested customizations/specifications ("Customer Specifications") may have on the product's base functionality, Avtec is not always able to anticipate the full impact of the Customer Specifications prior to actually making them. Following acceptance, if the Customer requests that Avtec add to the customized product certain base functionality included in the original product but not in the customized product, any such request will result in an additional charge to Customer. Avtec will provide a quote for anticipated charges. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 7. Limitation of Liability. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE OR LOST BUSINESS, REVENUE, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT, THE PRODUCT AND/OR THE USE THEREOF, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR NEGLIGENCE, EVEN IF LICENSOR HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANY DAMAGES WHICH MAY BE ASSESSED UPON LICENSOR FOR ANY REASON EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCT. ANY ACTION AGAINST LICENSOR MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.
- 8. Indemnification. Licensor agrees to defend, indemnify and hold you harmless from and against any claim, suit, demand, or action alleging that the Product or any component thereof infringes a copyright, trade secret, or any other proprietary right of any third party recognized under the laws of the United States, and Licensor shall indemnify you against all costs, expenses, (including reasonable attorney's fees), and damages arising from any such claim, suit, demand, or action; provided, however, that: (i) you shall have given Licensor prompt written notice of such claim, suit, demand, or action; (ii) you shall cooperate with Licensor in the defense and settlement thereof; and, (iii) Licensor shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. If a temporary or a final injunction is obtained against your use of the Product or any portion thereof by reason of an infringement of a U.S. copyright, trade secret, or other proprietary right, Licensor will, at its option and expense, either (i) procure for you the right to continue using the Product or (ii) replace or

modify the Product or such infringing portion thereof so that it no longer is infringing, so long as the utility or performance of the Product is not adversely affected by such replacement or modification. Licensor shall have no liability to you for any infringement action or claim that is based upon or arises out of the use of the Product or any component thereof in combination with any other system, equipment, or software in the event that, but for such use, the claim of infringement would not lie.

9. **No Assignment**. This Agreement shall not be assigned in whole or in part by either party without the prior consent of the other, that shall not be reasonably withheld, and any attempt by either party to so assign this Agreement shall be invalid. However, either party may assign this entire Agreement to a parent, subsidiary or affiliated company of that party without the consent of the other party.

AVTEC SYSTEMS

- **10. Governing Law.** This Agreement shall be construed and interpreted in accordance with (i) the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies, boards of contract appeals and quasi-judicial agencies of the Federal Government or (ii) in the absence of such Federal law, the laws of the Commonwealth of Virginia (without regard to its conflict of laws principles).
- 11. General. Any term of this Agreement may be waived in writing by the party entitled to the benefits thereof. No waiver of any condition or breach shall be deemed to be a further or continuing waiver of such condition of breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy. Any provision of this Agreement, which shall be determined by a count of competent jurisdiction to be invalid or unenforceable, shall be severed from this Agreement without invalidating the remaining provisions thereof. This Agreement represents the entire agreement between the parties with respect to the Software and supersedes any prior agreement between the parties. Any modifications of this Agreement shall be in writing and signed by the parties. No agent or employee of Licensor is authorized to make any representation binding on Licensor unless the representation is in writing and signed by an authorized officer.

AVTEC's standard warranty covers the software and hardware for a period of one year. Standard warranty terms and conditions are provided in our warranty statements. Technical support is provided at no additional charge during the warranty period. Warranty services provide for best-effort repair or replacement of defective items. It provides updates for all software releases, updates of operation and control modules, and includes telephone technical support throughout the duration of the warranty.

#### ADDITIONAL GSA TERMS AND CONDITIONS OF SALE

- **A.** Any or all of the Products sold may be subject to export or resale restriction or regulation, and Customer acknowledges that it is familiar with, and will comply with, such regulations or restrictions, if applicable.
- **B.** Nuclear Use. Products and services sold hereunder are not intended for application (and shall not be used) in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. Customer warrants that it shall not use such Products or services for such purposes, or permit others to use such Products or services for such purposes, unless such use is agreed to in writing by Seller.

If, in breach of the foregoing, any such use occurs, Seller disclaims all liability for any nuclear of other damages, injury, or contamination, and Customer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

