

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!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

General Purpose Commercial Information Technology Equipment, Software and Services

FSC GROUP Class 70, STANDARD INDUSTRY GROUP: 70

FSC Product code: D399

Contract number: 47QTCA18D00DN

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period: June 11, 2023 through June 10, 2028

Sergeant Laboratories, Inc. 560 Lester Ave Onalaska, WI 54650

DUNS: 799853846 CAGE Code: 539D1 Matt R Vande Slunt, Operations mvandeslunt@sgtlabs.com

V: 608-788-9143 F: N/A

Contractor's internet address/web site where schedule information can be found: www.provecompliance.com

Business size: Small

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN 33411

PART#	PRODUCT	DESCRIPTION	GSA PRICE
		Computer hardware with enterprise-wide Continuous Diagnostics &	
		Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion,	
		Insider Threats, User Behavior, Data Access, Configurations, SIEM,	
DV100	AristotleInsight	Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to 100 enterprise endpoints)	\$12,740.39
DV 100	Anstotiemsignt	Computer hardware with enterprise-wide Continuous Diagnostics &	\$12,740.39
		Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion,	
		Insider Threats, User Behavior, Data Access, Configurations, SIEM,	
		Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to	
DV250	AristotleInsight	250 enterprise endpoints)	\$20,143.99
		Computer hardware with enterprise-wide Continuous Diagnostics &	
		Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion,	
		Insider Threats, User Behavior, Data Access, Configurations, SIEM,	
D) /500	A 4 . 41 . 1	Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to	#00.407.04
DV500	AristotleInsight	500 enterprise endpoints)	\$28,487.91
		Computer hardware with enterprise-wide Continuous Diagnostics & Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion,	
		Insider Threats, User Behavior, Data Access, Configurations, SIEM,	
		Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to	
DV750	AristotleInsight	750 enterprise endpoints)	\$34,890.41
	J	Computer hardware with enterprise-wide Continuous Diagnostics &	, - ,
		Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion,	
		Insider Threats, User Behavior, Data Access, Configurations, SIEM,	
		Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to	
DV1000	AristotleInsight	1,000 enterprise endpoints)	\$40,287.98



		Computer hardware with enterprise-wide Continuous Diagnostics & Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion, Insider Threats, User Behavior, Data Access, Configurations, SIEM, Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to	
DV2500	AristotleInsight	2,500 enterprise endpoints)	\$63,700.90
		Computer hardware with enterprise-wide Continuous Diagnostics & Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion, Insider Threats, User Behavior, Data Access, Configurations, SIEM, Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to	
DV5000	AristotleInsight	5,000 enterprise endpoints)	\$90,086.67

1b.

PART#	PRODUCT	DESCRIPTION	GSA PRICE
		Computer hardware with enterprise-wide Continuous Diagnostics &	
		Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion,	
		Insider Threats, User Behavior, Data Access, Configurations, SIEM,	
		Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to	
DV100	AristotleInsight	100 enterprise endpoints)	\$12,740.39

- 1c. Not applicable
- 2. Maximum order. \$500,000
- 3. Minimum order. \$100.00
- 4. Geographic coverage 50 United States; District of Columbia; Puerto Rico
- 5. Point(s) of production: 560 Lester Ave Onalaska, WI 54650
- 6. Discount from list prices or statement of net price. Net prices set forth above.
- 7. Quantity discounts. 2% for order \$250,000 or More
- 8. Prompt payment terms. Net 30
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Government purchase cards are accepted above the micro-purchase threshold.
- 10. Foreign items (list items by country of origin). None.
- 11a. Time of delivery. 15 business days ARO
- 11b. Expedited Delivery. As negotiated with ordering agency and the contractor.
- 11c. Overnight and 2-day delivery. As negotiated with ordering agency and the contractor.
- 11d. Urgent Requirements. As negotiated with ordering agency and the contractor.
- 12. F.O.B. point(s). Destination.

13a. Ordering address. 560 Lester Ave Onalaska, WI 54650

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



14. Payment address. 560 Lester Ave Onalaska, WI 54650

15. Warranty provision.

Section 5.01 – Representations and Warranties: Licensor represents and warrants that for the first ninety (90) days after shipment, the Products will substantially conform in material functional respects to the applicable Documentation.

Section 5.02 – LIMITED WARRANTY: Except for the limited warranty specified above, LICENSOR AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING THE PRODUCT OR DOCUMENTATION. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.01 AND EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO LICENSEE IN LICENSEE'S JURISDICTION, LICENSOR AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE.

- 16. Export packing charges, if applicable. Not Applicable
- 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). None.
- 18. Terms and conditions of rental, maintenance, and repair (if applicable). 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 (if applicable). 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. Preventive maintenance (if applicable). Not Applicable
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable
- 24b. If applicable, indicate that 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/. www.provecompliance.com
- 25. Data Universal Number System (DUNS) number. 799853846
- 26. Contractor is registered and current in the SAM database.



TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:
- b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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 requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.



5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its 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 pricelist will apply to this contract.

Section 5.01 – Representations and Warranties: Licensor represents and warrants that for the first ninety (90) days after shipment, the Products will substantially conform in material functional respects to the applicable Documentation.

Section 5.02 – LIMITED WARRANTY: Except for the limited warranty specified above, LICENSOR AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING THE PRODUCT OR DOCUMENTATION. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.01 AND EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO LICENSEE IN LICENSEE'S JURISDICTION, LICENSOR AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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).