

Nu-Vision Technologies, Inc. DBA



*Authorized Information
Technology
Schedule Pricelist*

Federal Supply Service
U.S. General Services Administration

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CONTRACT MODIFICATIONS

This Schedule Contract Pricelist includes Modifications through Number PA-0066 effective August 22, 2008.

INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage![™] on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage![™] and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico and the U.S. Territories.

2. CONTRACTOR ORDERING ADDRESS AND PAYMENT INFORMATION:

a. ORDERING ADDRESS.

Nu-Vision Technologies, Inc.
d.b.a. Black Box Network Services
6000 New Horizons Boulevard
Amityville, NY 11701

b. PAYMENT ADDRESS.

Nu-Vision Technologies, Inc.
d/b/a Black Box Network Services
6000 New Horizons Boulevard
Amityville, NY 11701

When Authorized Dealers are allowed by the Contractor to bill ordering activity and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

c. CREDIT CARDS. Contractors are required to accept credit card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer will be printed on the invoice.

- d. TECHNICAL AND/OR ORDERING ASSISTANCE. The following telephone number(s) that can be used by ordering activities to obtain technical and/or ordering assistance:
 Technical Assistance..... (631) 841-5255
 Ordering Assistance (631) 841-5200

3. LIABILITY FOR INJURY OR DAMAGE:

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

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

- a. Information for Field Buying Offices to Complete Standard Form 279, Federal Procurement Data System (FPDS) Individual Contract Action Report.

 Block 9: G (Order/Modification Under Federal Schedule).
 Block 16: Data Universal Numbering System (DUNS) number is 79-110-6990.
 Block 30: Type of Contractor is-Small_Business.
 Block 31: Woman-Owned Small Business (No).
 Block 36: Contractor's Taxpayer Identification Number (TIN) is 20-038-0560.
- b. CAGE CODE: 00UP7 for DD Form 350).
- c. Contractor has registered with the Central Contractor Registration Database.

5. F.O.B. POINT:

Destination within the the 48 contiguous states, the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico.

6. DELIVERY SCHEDULE:

- a. TIME OF DELIVERY. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

FOR THE NEC PRODUCT LINE	
Special Item Number	Delivery Time (Days ARO)
132-8	90 Days
132-33	90 Days
- b. EXPEDITED DELIVERY. Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor based on the availability of product inventory. Delivery times better than those stated in Paragraph a. above are available after receipt of order (ARO) as negotiated between the Ordering Activity and the Contractor.
- c. OVERNIGHT AND 2-DAY DELIVERY. When schedule customers require overnight or 2-day delivery, agencies are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor provides overnight and 2-day delivery times subject to the

availability of product inventory. The Contractor shall pay for shipment, with freight prepaid and invoiced. Authorization must be included on the ordering activity order for products.

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

7. DISCOUNTS:

- a. PROMPT PAYMENT. Prompt payment is 1% 10 days from receipt of invoice or date of acceptance, whichever is later (exclusive of credit card payments).
- b. QUANTITY. NONE
- c. DOLLAR VOLUME. NONE
- d. GOVERNMENT EDUCATIONAL INSTITUTIONS. Government Educational Institutions are offered the same discounts as all other to ordering activity customers.
- e. PRICES. All prices shown herein are net to ordering activity prices unless otherwise indicated.

8. TRADE AGREEMENTS ACT OF 1979 (as amended):

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

The pricing in the price schedule is based on domestic packing. In accordance with the terms and conditions of the contract, when special or unusual packing (such as export packing), is required by the ordering activity, the additional charges for such packing shall be quoted separately.

10. SMALL REQUIREMENTS:

The minimum dollar value of an order for delivery to one destination is \$50.00.

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

 SIN 132-8..... Purchase of Equipment
 SIN 132-12..... Maintenance of Equipment

SIN 132-33 Perpetual Software Licenses

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

SIN 132-50 Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/ TELECOMMUNICATION STANDARDS REQUIREMENTS:

Federal departments and ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-

addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001):

- a. SECURITY CLEARANCES: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b. TRAVEL: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- c. CERTIFICATIONS, LICENSES AND ACCREDITATIONS: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. INSURANCE: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e. PERSONNEL: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. ORGANIZATIONAL CONFLICTS OF INTEREST: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. DOCUMENTATION/STANDARDS: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. DATA/DELIVERABLE REQUIREMENTS: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. GOVERNMENT-FURNISHED PROPERTY: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

- j. AVAILABILITY OF FUNDS: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.).

16. GSA ADVANTAGE!:

The GSA *Advantage!* is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA *Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product category(ies).

Agencies can browse GSA *Advantage!* by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS:

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

The Contractor does not do any installation, maintenance or repair outside the 48 contiguous states and the District of Columbia.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity's regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract (Purchase, Maintenance, and Repair Service).

20. BLANKET PURCHASE AGREEMENTS (BPAs):

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS:

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION:

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

23. SECTION 508 COMPLIANCE:

If applicable, Section 508 conformance information on the supplies and services in this contract is available in Electronic and Information Technology (EIT) at the following:

For the NEC Product Line:
<http://www.neccomp.com/govt/federal/federal.html>

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- b. The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any

material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov.gov>.

27. ADVANCE PAYMENTS:

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM 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) 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 BPA's or BOA's, 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 for such services are listed below.

FOR THE NEC PRODUCT LINE:

The ordering activity agrees to have the site prepared in accordance with the Contractor's written site specifications ten (10) calendar days before the installation date at the ordering activity's expense. The Contractor will furnish the site preparation specifications in writing to the ordering activity.

The Contractor will provide design assistance to include site surveys (for assessment of the ordering activity's equipment and space requirement) and design assistance at the rates listed below:

The Contractor will provide installation to include the initial setting in place and connecting of telecommunications equipment, cabling, or cable cross connects. Prior to the start of the installation, the ordering activity must provide the installation/design plans which may include, but is not limited to floor plans, cable runs, terminal locations, schematic drawings, circuit and wiring diagrams, and system software configurations. Installation is billable at the rates listed below:

NEC VOICE RATES

Minimum Charge*	Regular Hours Per Hour**	After Hours Per Hour**	Sunday and Holiday Per Hour
At Contractor's Shop			
\$82.29	\$82.29	\$123.45	\$138.63
At Ordering Activity's site (within Service Areas)			
\$82.29	\$82.29	\$123.45	\$138.63
At Ordering Activity's (outside Service Areas)			
\$82.29	\$82.29	\$123.45	\$138.63

- 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 requirements of the Davis-Bacon Act applies.

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

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals relating to the equipment being installed/purchased.

5. INSPECTION/ACCEPTANCE:

Equipment must operate with manufacturer's published specifications. The ordering activity should give the Contractor a notice of acceptance or rejection within 30 days form receipt of the equipment. The ordering activity is relieved of all risk of loss or damage prior to acceptance.

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.

FOR THE NEC PRODUCT LINE

- i The Contractor provides 1st year warranty on all telephones and associated PBX hardware and software for the purchase of a new system.
- ii The inspection and repair of defective equipment under this guarantee will be performed only at the Contractor's plant at the following address:

6000 New Horizon Blvd.
Amityville, NY 11701

- 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.

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 FPMR 41 CFR part 101-46.

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

1. SERVICE AREAS:

FOR THE NEC PRODUCT LINE

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 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 stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.
- 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:

New York

6000 New Horizons Boulevard
Amityville, NY 11701-1146
Contact: Dwayne Diesu
Phone: 631-841-5200
..... 800-895-2400

Georgia

3138 Old Grade Road, SE
Dalton, GA 30721-6326
Contact: James W. Ledford/ Billy Angrilla
Phone: 706-272-7605
..... 800-893-7194
Fax: 706-278-3246

Michigan

14620 Eleven Mile Road
Warren, MI 48089
Contact: Ron Litteral
Phone: 810-447-0047
Fax: 810-447-0020

North Carolina

1917 Evans Road
Cary, NC 27513
Contact: Billy Angrilla
Phone: 919-678-1081
..... 888-350-2400
Fax: 919-678-1089

New Hampshire

1050 Perimeter Road
Manchester, NH 03103
Contact: Peter Morin
Phone: 603-668-9393
..... 800-577-114
Fax: 603-668-2160

Nebraska

Phone: 888-311-6329(rings to NY)

Ohio

727 Congress Park Drive
Centerville, OH 45459
Contact: Mike Iacovone
Phone: 937-438-8660 / 8663 / 8027
Tech Support: 888-281-4404
..... 888-565-2400
..... 937-438-8665

Pennsylvania

450 Germantown Pike
Lafayette, PA 19444
Contact: Ron Iski
Phone: 610-828-5919
Fax: 610-828-6949

Texas

2020 E. Randol Hill Road
Suite 302
Arlington, TX 76011
Contact: Jeff Jamison
Phone: 817-303-3030
..... 888-300-2400
Fax: 817-303-0261

Virginia (DC)

101 Executive Drive
Suite # J
Sterling, VA 20166
Contact: Mike Mooney
Phone: 703-904-9049
..... 888-300-2400
Fax: 703-904-9622

Wisconsin

W220 N1531 Jericho Court
Unit # E
Waukesha, WI 53186
Contact: Tim Davis
Phone: 262-544-5649
..... 888-660-2400
Fax: 262-544-5692

2. MAINTENANCE ORDER:

- a. Ordering activities may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. ANNUAL FUNDING. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. CROSS-YEAR FUNDING WITHIN CONTRACT PERIOD. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS:

- a. Ordering activities 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's installation, until the equipment is returned to such installation.

5. SCOPE:

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY:

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

FOR THE NEC PRODUCT LINE

- b. The maintenance of the electronic switching system is dependent upon the following conditions being met in their entirety. The ordering activity agrees to control and maintain the ambient environmental conditions in which the electronic switching system and associated peripheral equipment is installed at levels between 40 degrees F and 80 degrees F and humidity not to exceed 80% and the equipment shall not be exposed to moisture or corrosive gases or material. Environmental equipment required to control and sustain these environmental conditions shall be provided at the expense of the ordering activity.
- c. The ordering activity agrees to provide a separate electrical outlet, or service connection circuit breaker restricted solely to the switching system during the term of the maintenance with the Contractor.

- d. Storage battery systems shall not be located in the same room as the switching system or its peripheral equipment unless constant ventilation to the outside is provided by the ordering activity.
- e. The ordering activity agrees to relocate sprinklers, or provide a cover over switching system, so as to prevent water damage to the electrical equipment.
- f. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR:

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required.

8. MAINTENANCE RATE PROVISIONS:

FOR NEC PRODUCT LINE

- 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. Basic monthly maintenance charges include all PBX components (excluding power supply and batteries) telephones and attendant consoles after warranty period at \$1.95 per month per port.
- c. **AFTER HOURS.** Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. **TRAVEL AND TRANSPORTATION.** If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be at the appropriate hourly rate.
- e. **QUANTITY DISCOUNTS.** NONE.

9. REPAIR SERVICE RATE PROVISIONS:

FOR THE NEC PRODUCT LINE

- 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; such overhead is included in the repair service rates listed.

- (3) **AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas).**
 - (a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of .29 per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

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

d. LABOR RATES.

- (1) **REGULAR HOURS.** The Regular Hours repair service rates listed herein shall entitle the ordering

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

- (2) **AFTER HOURS.** When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.
- (3) **SUNDAYS AND HOLIDAYS.** When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

e. **NEC VOICE RATES.**

Minimum Charge*	Regular Hours Per Hour**	After Hours Per Hour**	Sunday and Holiday Per Hour
At Contractor's Shop			
\$74.82	\$74.82	\$112.22	\$149.63
Ordering activity Location (Within Established Service Areas)			
\$74.82	\$74.82	\$112.22	\$149.63
Ordering Activity Location (Outside Established Service Areas)			
\$74.82	\$74.82	\$112.22	\$149.63

*Minimum charges include one (1) full hour on the job.
 **Fractional hours, at the end of the job, will be prorated to the nearest half hour.

The Contractor will make emergency service calls available on a seven day a week basis and will endeavor its best efforts to respond to emergency calls within four (4) hours and will respond within twenty four hours on normal service calls. The twenty-four hour response time is exclusive for purposes of this paragraph is intended to mean such situations as complete system failure, tie-line group out of service, evidence of major alarm, attendant position failure and inability to receive incoming calls or to call outside of the facility.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS:

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Authorized Pricelist.

11. GUARANTEE/WARRANTY - REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS:

- a. **REPAIR SERVICE.** All repair work will be guaranteed/warranted for a period of one year.
- b. **REPAIR PARTS/SPARE PARTS.** All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of one 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 the work. Payment under blanket purchase orders will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity 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 PERPETUAL
 SOFTWARE LICENSES (SPECIAL
 ITEM 132-33) OF GENERAL
 PURPOSE COMMERCIAL
 INFORMATION TECHNOLOGY
 SOFTWARE**

1. 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 software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software 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 software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY:

Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

FOR THE NEC SOFTWARE

All software furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects in the software or the disk for a period of one (1) year, beginning on the first day of acceptance.

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

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.

3. TECHNICAL SERVICES:

FOR THE NEC SOFTWARE

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-466-2401 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:30 am to 5:30 pm EST.

4. SOFTWARE MAINTENANCE:

Software Maintenance is not available under the scope of this contract.

5. PERIODS OF MAINTENANCE (132-34):

Not available under the scope of this contract.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE:

Conversion from Term License to Perpetual Licenses is not available under the scope of this contract.

7. TERM LICENSE CESSATION:

Term License Cessation is not available under the scope of this contract.

8. UTILIZATION LIMITATIONS (132-33 and 132-34):

Commercial computer software and/or commercial computer software documentation is offered by the Contractor under licenses customarily provided to the public. The ordering activity shall have only those rights specified herein. The Contractor does not furnish technical information related to commercial computer software (or commercial computer software documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer software (or commercial computer software documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:

FOR THE NEC SOFTWARE

GRANT OF RIGHTS

- (1) Contractor hereby grants the ordering activity, and the ordering activity hereby accepts, a personal, non-transferable and non-exclusive right to use the licensed product on one (1) CPU at a time, or a single system where multiple CPU's are provided in the configuration licensed by the ordering activity, solely for its internal business purposes. The ordering activity understands that the licensed product furnished to the ordering activity is furnished solely for use in conjunction with the related hardware products sold by the Contractor to the ordering activity. The ordering activity has no right to use the licensed product so furnished on any CPU other than that such CPU or for any purpose not specified herein.
- (2) No right, title or interest to the intellectual property in the Licensed Product is hereby transferred to the ordering activity except as expressly granted herein.
- (3) The ordering activity shall not transfer possession of the licensed product, nor any rights conferred herein to any third party, except to a third party who acquires title to the ordering activity's related hardware products, provided such transferee has executed and provided to the Contractor, a signed license agreement and has tendered to the Contractor, the then current license transfer fee.
- (4) The ordering activity hereby agrees that it shall not reverse compile, disassemble, alter, add to, delete from, or otherwise modify the licensed product, except to the extent that such modification capability is an intended feature of the licensed product.

FOR THE XTEND SOFTWARE

GRANT OF RIGHTS

- (1) XTEND hereby grants a fully-paid, non-exclusive license to the Ordering Activities (a) under all patents, trademarks, and copyrights XTEND may hereinafter obtain in respect of the Proprietary Rights; (b) in respect of all rights under principles of trade secret law in connection with customer's use, operation and maintenance of the System ("Software License"). This Software License shall include all modifications, improvements, enhancements, and new versions of the Proprietary Rights XTEND deems necessary for the proper operation of the Software
- (2) The Ordering Activity agrees that the Software, including without limitation any additional or modified Software which operates with the Hardware provided by XTEND, shall, as between the parties hereto, be treated as the exclusive property of XTEND, and the Ordering Activities shall:
 - Hold the Software (including any methods or concepts utilized therein) in confidence for the benefit of XTEND;
 - Utilize the Software (including any methods or concepts utilized herein) solely in conjunction

with the Hardware and Private Branch Exchange (PBX) type and size described previously as "System."

- Utilize the Software (including any methods or concepts utilized therein) solely to process the data of Customer at the Installation Site;
- Forthwith return to XTEND, or provide a written statement to XTEND attesting to the destruction of any Software component and/or documentation, which has been replaced, modified, or updated.
- The Ordering Activity shall not sublicense the rights herein granted to any party without the prior written consent of XTEND, and further provided that any such other party agrees in writing to abide by the terms and conditions of this license in full and Article 5, "Nondisclosure."

- (3) XTEND Software is licensed for a single workstation or computer at a single premise or site unless additional workstations (positions) or sites are enumerated on the purchase order. For the purpose of this order, a site is considered to be a single building or campus on continuous property.

9. SOFTWARE CONVERSIONS (132-33):

Software Conversion is not available under the scope of this contract.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

All equipment compatibility or supported hardware functions applicable to Contractor's products are set forth in the Contractor's published literature or manuals supplied with the Products. For all additional information concerning supported hardware or compatibility requirements the ordering activity is advised to contact the Contractor.

11. RIGHT-TO-COPY PRICING:

Right-to-copy pricing is not available under the scope of this contract.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING RELATED TO GENERAL PURPOSE INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM 132-50)

1. SCOPE:

- a. The Contractor shall provide training normally available to commercial customers, which is necessary to permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER:

A written order, EDI (GSA *Advantage!* and FACNET), credit card orders and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY:

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING:

- a. The ordering activity will notify the Contractor at least thirty (30) days before the scheduled training date, if a student will be unable to attend. Any cancellation received less than thirty (30) days but more than ten (10) days prior to the start of the course will be charged 50% of the course tuition. There will be no refund for cancellations once the training course commences. Telephone cancellations are not accepted.

In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering

activity, the Contractor will make its best effort to notify the ordering activity at least two weeks before the scheduled training date.

5. FOLLOW-UP SUPPORT:

The Contractor agrees to provide each student with unlimited telephone support for the period of one (1) year from the completion of the training class. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING:

The 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 price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears 31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING:

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part

31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING:

No Charge Training pricing is not available under the scope of this contract.

TRAINING COURSES PRICELIST

NEC 2000 IVS INSTALLATION & MAINTENANCE SEMINAR

Course Number.....2000
GSA Price **\$1,257** Per Class

Length.....5 Days
9:00 a.m. to 5:00 p.m.

LocationNu-Vision Technologies, Inc.
d/b/a Black Box Network Services
6000 New Horizon Blvd.
Amityville, NY 11701

Prerequisite:.....None

Course Description

The NEC 2000 IVS Installation & Maintenance Seminar is an overview of the NEC 2000 IVS and its hardware. This course will give a detailed insight to NEC's small to mid-ranged products, providing "hands-on" approach to learning how to configure, install, and program the IVS system.

NEC 2000 IVS ADMINISTRATIVE TRAINING COURSE

Course Number.....2010
GSA Price **\$1,005** Per Class

Length.....3 Days
9:00 a.m. to 5:00 p.m.

LocationNu-Vision Technologies, Inc.
d/b/a Black Box Network Services
6000 New Horizon Blvd.
Amityville, NY 11701

Prerequisite:.....None

Course Description

The NEC 2000 IVS Administrative Training Seminar is an entry level course giving an individual a complete overview of the NEC 2000 product as well as a review of the Dterm stations, line equipment numbering (LEN) and value added features. This course will also give an individual insight into the programming of the system utilizing NEC's GUI Interface MATWorX Studio.

NEC 2000 IVS ADVANCED TRAINING COURSE

Course Number 2020
GSA Price **\$1,005** Per Class

Length.....3 Days
9:00 a.m. to 5:00 p.m.

LocationNu-Vision Technologies, Inc.

d/b/a Black Box Network Services
6000 New Horizon Blvd.
Amityville, NY 11701

PrerequisiteCourse 2000

Course Description:

The NEC 2000 Advanced Training Seminar is designed for the person required to install and maintain T-1/ CCIS/ISDN trunks, ACD with MIS or CallCenterWorX, Hotel/Motel features as well as a review of LCR with Toll Restriction. This course will give a review of LCR programming and an in-depth, hands-on approach to CCIS/ISDN/ACD-UCD (CallCenterWorX)/Hotel/ Motel.

NEC 2400 IMX ADMINISTRATIVE TRAINING COURSE

Course Number2450
GSA Price **\$1,005** Per Class

Length3 Days
9:00 a.m. to 5:00 p.m.

Location.....Nu-Vision Technologies, Inc.
d/b/a Black Box Network Services
6000 New Horizon Blvd.
Amityville, NY 11701

PrerequisiteNone

Course Description

The NEC 2400 IMX Administrative Training Course was designed for the person required to perform moves, adds or changes on the NEC 2400 IMX product line. This course is taught utilizing a "hands-on" approach. The new GUI Interface (WIN95) Terminal will be used to explain line equipment numbers (LEN's), change keys on telephones and assign call pick up groups.

NEC 2400 ICS/IMX INSTALLATION & MAINTENANCE SEMINAR

Course Number2460
GSA Price **\$1,257** Per Class

Length5 Days
9:00 a.m. to 5:00 p.m.

Location.....Nu-Vision Technologies, Inc.
d/b/a Black Box Network Services
6000 New Horizon Blvd.
Amityville, NY 11701

PrerequisiteCourse Numbers 2450 or 2455

Course Description

The NEC 2400 Installation & Maintenance Seminar is an in-depth look at the ICS & IMX products. Come see and learn the latest in Pentium technology that NEC has to offer. This course will have a "hands-on" approach to learning how to configure the ICS & IMX system hardware, install a T-1 ISDN/CCIS as well as voice mail. A review of all NEC's new feature packages will also be included in this seminar.

NEC 2400 ICS ADMINISTRATIVE TRAINING COURSE

Course Number2455
GSA Price **\$1,005** Per Class

Length3 Days
9:00 a.m. to 5:00 p.m.

Location.....Nu-Vision Technologies, Inc.
d/b/a Black Box Network Services
6000 New Horizon Blvd.
Amityville, NY 11701

Prerequisite.....None

Course Description

The NEC 2400 Administrative Training Course was designed for the person required to perform moves, adds or changes on the NEC 2400 product line. This course is taught utilizing a "hands-on" approach. If you need to program extensions, assign line equipment numbers (LEN's), change keys on telephones or assign call pick up groups, then this is the course for you.

NEC 2400 ACD/NAV SEMINAR

Course Number.....2445
GSA Price **\$1,106** Per Class

Length.....4 Days
9:00 a.m. to 5:00 p.m.

LocationNu-Vision Technologies, Inc.
d/b/a Black Box Network Services
6000 New Horizon Blvd.
Amityville, NY 11701

Prerequisite.....Course Numbers 2450 or 2455

Course Description

The NEC 2400 ACD Seminar is an instructional class on how to install, maintain and perform adds, moves and changes on NEC's ACD sub system. This seminar will cover ACD configurations and ACD programming. Details on how to implement NEC's versatile ACD features and applications will also be discussed. We will also devote one day to Navigator Installation and Configuration.

NEC AIMWorX ADMINISTRATIVE TRAINING COURSE

Course Number.....3000
GSA Price **\$955** Per Class

Length.....2 Days
9:00 a.m. to 5:00 p.m.

LocationNu-Vision Technologies, Inc.
d/b/a Black Box Network Services
6000 New Horizon Blvd.
Amityville, NY 11701

Prerequisite.....None

Course Description

The NEC AIMWorX Administrative Training Course is an entry-level course giving an individual a complete overview of the AIMWorX product. This course is designed for the individual responsible for setup and maintenance of an AIMWorX System. Knowledge of Windows 95 is strongly encouraged.

***USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS***

1. PREAMBLE:

Contractor provides commercial products and services to the ordering activity. 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.

2. COMMITMENT:

- a. To actively seek and partner with small businesses.
- b. To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- c. To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- d. 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.
- e. To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- f. To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- g. 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 the Contractor.

***SUGGESTED FORMATS FOR
BLANKET PURCHASE AGREEMENTS***

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for **the ordering activity that works better and costs less.**

Signatures

Ordering Activity _____ Date _____

Contractor _____ Date _____

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use

of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

AUTHORIZED RESELLERS

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