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The more  
you're on the phone,  
the more we need  
to talk.

## *Authorized Information Technology Schedule Pricelist*



**Federal Supply Service**  
U.S. General Services Administration

**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

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**Special Item Numbers (SIN) Products/Services**

132-8..... Purchase of Equipment  
132-12..... Repair Service

**SIN 132-8 Purchase of Equipment**

FSC Class 5805..... TELEPHONE AND TELEGRAPH EQUIPMENT

- Telephone Equipment
- Audio and Video Teleconferencing Equipment

FSC Class 5895..... MISCELLANEOUS COMMUNICATION EQUIP.

- Special Physical, Visual, Speech, and Hearing Aid Equipment

**SIN 132-12 Repair Service**

FPDS Code J070 ..... See FSC Class for basic equipment

- Repair Service

**Contractor:**

**Plantronics, Inc.**  
345 Encinal Street  
Santa Cruz, CA 95061-0635  
(831) 426-5868  
www.plantronics.com

**Contract Number: GS-35F-0167L**

**Period Covered By Contract: Jan. 4, 2001 through Jan. 3, 2006**

**General Services Administration  
Federal Supply Service**

**CONTRACT MODIFICATIONS**

This Schedule Contract Pricelist includes  
Modifications through Number 13 effective 1-25-02.

Products and ordering information in this Authorized FSS Information  
Technology Schedule Pricelist are also available on the GSA Advantage!  
System. Agencies can browse GSA Advantage! by accessing the Federal  
Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>.

**INFORMATION FOR ORDERING OFFICES**

**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 Canada. The geographic scope is the same for all items offered under this contract.

**2. CONTRACTOR ORDERING ADDRESS AND PAYMENT INFORMATION:**

a. ORDERING ADDRESS.

Plantronics, Inc.  
345 Encinal Street  
Santa Cruz, CA 95060-2132  
Attn: Government Sales  
(831) 426-5868, ext. 7520 or 7584  
(800) 544-4660, ext. 7520 or 7584  
Fax: (831) 425-0510

Or

Authorized Government Reseller  
(See Listing)

b. PAYMENT ADDRESS.

Plantronics, Inc.  
P.O. Box 98024  
Chicago, IL 60693

Or

Authorized Government Reseller  
(See Listing)

Or

Address indicated on the Invoice.

c. GOVERNMENT CREDIT CARDS. Contractors are required to accept Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government 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 agencies to obtain technical and/or ordering assistance:

For order information and technical assistance contact Authorized Government Reseller (See Listing) or Contractor at:

<u>Ordering Assistance</u>	<u>Technical Assistance</u>
(831) 426-5868 x 7520 or 7584 (800) 544-4660	(831) 426-5868 x 5538 (800) 458-5538

**3. LIABILITY FOR INJURY OR DAMAGE:**

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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 00-918-0902.
Block 30:	Type of Contractor is (C) Large Business.
Block 31:	Woman-Owned Small Business (No).
Block 36:	Contractor's Taxpayer Identification Number (TIN) is 77-0207692.

b. CAGE CODE: 22447 (for DD Form 350).

- c. Contractor has registered with the Central Contractor Registration Database.

**5. F.O.B. POINT:**

- a. Destination for the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.
- b. Point of Exportation for all other overseas locations. In place of a delivery/installation date for equipment, a shipping date shall be specified on the order. The Contractor shall pay for shipment to a CONUS APO/FPO. At the option of the Government, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization for all shipping, export, and other charges must be included on the Government order.

**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.

<u>Special Item Number</u>	<u>Delivery Time (Days ARO)</u>
132-8.....	90

- b. EXPEDITED DELIVERY. Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor or its Authorized Government Reseller based on the availability of product inventory. Delivery times of 1-90 days after receipt of order (ARO) are available, as negotiated between the Ordering Office 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 or Authorized Government Resellers for the purpose of obtaining accelerated delivery. The Contractor or Authorized Government Resellers may provide overnight and 2-day delivery times subject to the availability of product inventory. The Contractor or Authorized Government Reseller shall pay for shipment, with freight prepaid and invoiced. Authorization must be included on the Government 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 ordering agency, agencies 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 ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**7. DISCOUNTS:**

- a. PROMPT PAYMENT. Prompt payment is 0.5% - Net 20 days from receipt of invoice or date of acceptance, whichever is later.
- b. QUANTITY. None.
- c. DOLLAR VOLUME. None.
- d. GOVERNMENT EDUCATIONAL INSTITUTIONS. None.
- e. OTHER. None.
- f. PRICES. All prices shown herein are net Government 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:**

Not available within the scope of this contract.

**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. SPECIAL ITEM 132-8 - PURCHASE OF EQUIPMENT. The maximum dollar value per order for all purchased equipment will be \$500,000.
- b. SPECIAL ITEM 132-12 - REPAIR PARTS/SPARE PARTS. The maximum dollar value per order for all repair parts/spare parts will be \$10,000.

Note: Maximum Orders do not apply to Special Item Number 132-12 Maintenance and Repair (except for Repair Parts).

**12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.**

In accordance with FAR 8.404:

NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsis the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. **ORDERS PLACED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. **ORDERS EXCEEDING THE MICRO-PURCHASE THRESHOLD BUT NOT EXCEEDING THE MAXIMUM ORDER THRESHOLD.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--
  - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
  - (2) Trade-in considerations;
  - (3) Probable life of the item selected as compared with that of a comparable item;
  - (4) Warranty considerations;
  - (5) Maintenance availability;
  - (6) Past performance; and
  - (7) Environmental and energy efficiency considerations.
- c. **ORDERS EXCEEDING THE MAXIMUM ORDER THRESHOLD.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--
  - (1) Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

- (2) 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
- (3) 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. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
  - (2) Offer the lowest price available under the contract; or
  - (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d. **BLANKET PURCHASE AGREEMENTS (BPAS).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
  - e. **PRICE REDUCTIONS.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
  - f. **SMALL BUSINESS.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
  - g. **DOCUMENTATION.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.



**13. FEDERAL INFORMATION TECHNOLOGY/  
TELECOMMUNICATION STANDARDS REQUIREMENTS:**

Federal departments and agencies 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 offices, 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. SECURITY REQUIREMENTS:**

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is lessor.

**15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:**

Any ordering office, 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 Government'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 INCIDENTAL, NON-SCHEDULE ITEMS**

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

**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 purchase of equipment in areas listed in the pricelist outside the 48 contiguous states, the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico and Canada, except as indicated below:

- a. Orders will be accepted by the Contractor on a case by case basis.
- b. Orders will be subject to F.O.B. terms set forth in paragraph 5.b.

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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).

**20. YEAR 2000 WARRANTY - COMMERCIAL SUPPLY ITEMS:**

- a. As used in this clause, "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.
- b. The Contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance (installation is considered acceptance). The Contractor may offer extended warranty to the Government to include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000, or for a period of 6 months following acceptance (installation is considered acceptance) whichever is later. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

**21. BLANKET PURCHASE AGREEMENTS (BPAs):**

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

**22. CONTRACTOR TEAM ARRANGEMENTS:**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.

**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, 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 unless otherwise specified.

**4. INSTALLATION AND TECHNICAL SERVICES:**

- a. **INSTALLATION.** The equipment provided under this contract is not normally considered to be self-installable. Installation is not included in the price of equipment nor is it available under the scope of this contract.
- b. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the Government with one (1) copy of all documentation and manuals relating to the equipment being purchased that is normally provided commercially at no charge.

**5. INSPECTION/ACCEPTANCE:**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any equipment that has been tendered for acceptance. The Government may require repair or replacement of nonconforming equipment at no increase in contract price. The Government 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:**

The Contractor will furnish all maintenance, machine adjustments, repairs, and parts on a return-to-factory or to Contractor's Authorized Service Center basis per the following warranty procedures from date of manufacture code affixed to equipment in the form of a bar coded strip.

- a. **PRODUCTS.** For the purposes of this limited warranty, "Products" means the Vista™ Technology headsets with date codes of June 1993 or later, other Plantronics® headsets (i.e., telephone, special purpose, aviation, and retail), the Headset Tester and Calibration Standard, the JackSet® Adapter, and Walker™ Equipment Corporation ('Walker Equipment') handsets and volume control amplifiers.

b. **LIMITED WARRANTY.**

- (1) Subject to the limitations set forth in this limited warranty and the provisions set forth below, Contractor warrants to the original purchaser ("Government Customer") that the Products when delivered to Government Customer and for the warranty period indicated below ("Warranty Period") will be free from defects in material and workmanship under normal use and service.
- (2) Notwithstanding the foregoing, Contractor makes no warranty for Product defects that in Contractor's sole judgment result, in whole or in part, from
  - (i) combination of the Products with other products not provided by Plantronics®,
  - (ii) accident, fire, misuse, neglect, unusual physical or electrical stress, or modification,
  - (iii) improper or unauthorized installation, wiring, repair, or testing, or,
  - (iv) any other cause beyond normal usage.
- (3) Contractor does not warrant that the Products are fit for the intended purposes of the Government Customer. In addition, Contractor does not warrant the consumable spares and accessories, including without limitation the following:
  - (i) Cases and case parts
  - (ii) Modular Plugs
  - (v) Cradles
  - (vi) Headbands
  - (vii) Lanyards
  - (iii) Pouches
  - (iv) Voice Tubes
  - (viii) Decorative Finishes
  - (ix) Switches
  - (x) Eartips, Eartip Kits, Ear Cushions
- (4) This warranty supersedes any warranty contained in the Product packaging and if any term of this warranty conflicts with the warranty contained in the Product packaging, the terms of this warranty will control.

c. **PRODUCT WARRANTY PERIOD.** The Warranty Period for the Products is as follows:

Product	Warranty Period
Vista™ Technology headsets with date codes June 1993 or later.....	Two (2) Years
Other Plantronics® headsets (telephone, special purpose, aviation and retail).....	One (1) Year
Headset Testers and Calibration Standards .....	One (1) Year
JackSet® Adapters.....	One (1) Year
Walker™ Equipment Corporation handsets and volume control amplifiers .....	One (1) Year



- d. **WARRANTY PERIOD FOR SERVICED PRODUCTS.** The Warranty Period for a Product repaired, refurbished or otherwise serviced by Contractor under the Plantronics® Premier Service program is one (1) year from the date Contractor return-ships the product to the Government Customer or the remainder of the original Warranty period for the Product, whichever expires later.
- e. **GRACE PERIOD.** A thirty (30) day grace period is provided at the end of the Warranty Period to allow for shipping, stocking, and shelf time.
- f. **WARRANTY PROCEDURES:**
  - (1) **STANDARD.** The Government may return defective capsule assemblies and amplifier assemblies of Vista™ Technology headsets with date codes of June 1993 or later without returning the complete unit. The Government must return other defective Products as a complete unit. The Government will be responsible for shipping charges, insurance, and other transportation related expenses incurred in returning Products to Contractor. For warranty service, the Government will return the Product, freight pre-paid, to Contractor at the address set forth below.

For Plantronics® Headsets, JackSets® & Other Products:

Plantronics®, Inc.  
Service Center Operations  
345 Encinal Street  
Santa Cruz, California 95060  
(831) 426-5858 x 5560 or (800) 544-4660 x 5560  
fax (800) 279-0162

Walker™ Equipment Handsets & Volume Control Amplifiers:

Walker  
Attn: Repair Department  
4289 Bonny Oaks Drive  
Chattanooga, TN 37415  
(800) HANDSET

Plantronics® will return Products to Government Customer F.O.B. the applicable service location as determined above at which point risk of loss will pass to the Government. If the Government Customer returns out-of-warranty Products or Products under warranty which are determined to conform to the above warranty, the Government shall reimburse Contractor for all return-shipping and other transportation-related expenses.

The Government will be required to include the following information with returned Product(s):

- (1) ship-to address; (2) number and description of units shipped; (3) name and telephone number of person to call, should contact be necessary; (4) a detailed description of problem, and; (5) proof of purchase may be required in the event of a dispute with respect to warranty period.

- (2) **NOTICE.** The Government should not return defective equipment to the Contractor for adjustments and repairs or replacement without prior consultation and instruction.
- h. **OUT OF WARRANTY REPAIR.** See Terms and Conditions for SIN 132-12, Repair Service.
- i. All parts replaced during the guarantee period shall become the property of the Contractor.

**7. PURCHASE PRICE FOR ORDERED EQUIPMENT:**

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government 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 agency determines that Information Technology equipment will be replaced, the agency 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 REPAIR SERVICE FOR GOVERNMENT-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:**

- a. The repair service rates listed herein will be performed at the Contractor's plant(s) listed below:

**ALL PRODUCTS  
(EXCLUDING WALKER)**

Plantronics, Inc.  
Attn: Service Center  
345 Encinal Street  
Santa Cruz, California  
95060

**WALKER PRODUCT**

Walker  
Attn: Repair Department  
4289 Bonny Oaks Drive  
Chattanooga, TN 37415

**2. MAINTENANCE ORDER:**

Not applicable. Outside the scope of this contract.

**3. REPAIR SERVICE ORDERS:**

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. Provisions regarding repairman dispatch are not applicable to this contract.

**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 Government's installation, until the equipment is returned to such installation.

**5. SCOPE:**

- a. Repair service shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule. The repair service under this contract is a replacement service.
- b. Equipment placed under maintenance service provisions are not applicable to this contract.

**6. RESPONSIBILITIES OF THE GOVERNMENT:**

Not applicable. Outside the scope of this contract.

**7. RESPONSIBILITIES OF THE CONTRACTOR:**

Not applicable. Outside the scope of this contract.

**8. MAINTENANCE RATE PROVISIONS:**

Not applicable to this contract.

**9. REPAIR SERVICE RATE PROVISIONS:**

- a. **CHARGES.** Charges for repair service are provided on the government pricelist.
- b. **MULTIPLE MACHINES.** Not applicable. Outside the scope of this contract.
- 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 Government location to the Contractor's plant, and return to the Government location, shall be borne by the Government.
    - (b) The Government should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.
  - (2) **AT THE GOVERNMENT LOCATION (Within Established Service Areas).** Not applicable. Outside the scope of this contract.
- d. **LABOR RATES.**

Not applicable. Outside the scope of this contract. The repair price is given on a per-unit basis and is provided in the government pricelist.
- e. **REPAIR SERVICE RATES.**

Not applicable. Outside the scope of this contract. The repair price is given on a per-unit basis and is provided in the government pricelist.

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS:**

Not applicable. Outside the scope of this contract.

**11. GUARANTEE/WARRANTY – REPAIR SERVICE:**

- a. **REPAIR SERVICE.** All repair work will be guaranteed/warranted for a period of one year from the date Plantronics return-ships the Product to the government or the remainder of the original Warranty period for the Product, whichever expires later.
- b. **REPAIR PARTS/SPARE PARTS.** Not applicable. Outside the scope of this contract.

**12. INVOICES AND PAYMENTS:**

- a. **MAINTENANCE SERVICE.** Not applicable. Outside the scope of this contract.

- b. REPAIR SERVICE. Invoices for repair service 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 Government office ordering services under the contract. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

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

**1. PREAMBLE:**

Contractor provides commercial products and services to the Federal Government. 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 Federal Government 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 (Agency) 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 **Government that works better and costs less.**

**Signatures**

\_\_\_\_\_  
Agency 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 Agency):

(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 Government 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 customer agency 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.