

**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List**

Available under this contract:

Special Item No. 132-8 Purchase of Equipment
FSC Class 5805.TELEPHONE AND TELEGRAPH EQUIPMENT
Special Item No. 132-12 Repair Service
FPDS Code J070 See FSC Class for basic equipment

CONTRACTOR:

Plantronics, Inc.
345 Encinal Street
Santa Cruz, CA 95060-2132
Phone: (800) 682-0380 Fax: 831-425-0510
www.plantronics.com
Contract Number: GS-35F-0167L

Period Covered by Contract: Jan. 4, 2001 through January 3, 2021
Pricelist current through Modification #PA-0230, dated March 15, 2019
and Mass Modification A732



General Services Administration
Federal Acquisition Service
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 GSA Advantage! via
the Internet at <http://www.gsaadvantage.gov/>

Federal Supply Service

Authorized Federal Supply Schedule Price List

AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

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

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-12 Repair Service

FPDS Code J070 See FSC Class for basic equipment

- Repair Service

Contractor:

Plantronics, Inc.
Attn: Service Center
1470 Exposition Way, Suite 130
San Diego, CA 92154
(831) 426-5868
www.plantronics.com

Contract Number: GS-35F-0167L

Period Covered By Contract:
Jan. 4, 2001 through January 3, 2021

General Services Administration
Federal Supply Service

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/>.

TABLE OF CONTENTS

Section	Page
Information for Ordering Activities.....	2
Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology Equipment (Special Item Number 132-8).....	7
Terms and Conditions Applicable to Repair Service for Government-Owned General Purpose Commercial 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).....	9
USA Commitment to Promote Small Business Participation Procurement Programs.....	10
Suggested Formats for Blanket Purchase Agreements.....	10
Basic Guidelines for Using Contractor Team Arrangements.....	11
Authorized Government Resellers.....	12
Out of Warranty Service Pricing.....	14

CONTRACT MODIFICATIONS

This Schedule Contract Pricelist includes Modifications through Number PA-0230, March 15, 2019 .

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 micro purchase 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) contains 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 micro purchase 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:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories and Canada. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Federal Supply Service

Authorized Federal Supply Schedule Price List

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories and Canada.

The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR ORDERING ADDRESS AND PAYMENT INFORMATION:

a. ORDERING ADDRESS.

Plantronics, Inc.
345 Encinal Street
Santa Cruz, CA 95060-2132
Attn: Government Sales
(800) 682-0380
(831) 426-5868 prompt 5, ext 4063
Fax: (831) 425-0510

Or

Authorized Government Reseller
(See Listing)

b. PAYMENT ADDRESS.

Plantronics, Inc.
P.O. Box 203387
Dallas, TX 75320-3387

Or

Authorized Government Reseller
(See Listing)

Or

Address indicated on the Invoice.

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

c. **GOVERNMENT CREDIT CARDS.** Contractors are required to accept credit cards 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:

<u>Ordering Assistance</u>	<u>Technical Assistance</u>
(800) 682-0380	831) 426-5868 x 5538
(831) 426-5868 prompt 5, ext. 4063	(800) 458-5538

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 13: North American Industry Classification

System (NAICS)

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 37: Contractor's Taxpayer Identification Number (TIN) is 77-0207692.

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

c. Contractor has registered with the System for Award Management (SAM).

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.....	60
132-12.....	30

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 1-60 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 activity, 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 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.** 0% Net 30 days from receipt of invoice or date of acceptance, whichever is later.

b. **QUANTITY.** None.

Federal Supply Service

Authorized Federal Supply Schedule Price List

- c. DOLLAR VOLUME. Task orders \$100,000 - \$249,999, additional 1% discount, or Task orders \$250,000 - \$399,999, additional 2% discount, or Task orders \$400,000 or more, additional 3% discount.
- 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)

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, Repair Service, and Repair Parts/Spare Parts

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 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. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003):

- 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,

Federal Supply Service

Authorized Federal Supply Schedule Price List

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. The Internet address is <http://www.gsadvantage.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 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 ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity 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).

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 Clauses 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 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

Federal Supply Service

Authorized Federal Supply Schedule Price List

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 apply.

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 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following address:

<http://www.plantronics.com/us/solutions/public-sector/section508.jsp>

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 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>.

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, 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 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 ordering activity 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 ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and

Federal Supply Service

Authorized Federal Supply Schedule Price List

(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 Clarity™ Equipment Corporation (Clarity 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 ("Ordering Activity Customer") that the Products when delivered to ordering activity 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 ordering activity 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
Clarity™ 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 ordering activity 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 ordering activity 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 ordering activity will be responsible for shipping charges, insurance, and other transportation related expenses incurred in returning Products to Contractor. For warranty service, the ordering activity will return the Product, freight pre-paid, to Contractor at the address set forth below.

For Plantronics® Headsets, JackSets® & Other Products:

Plantronics, Inc.
 Attn: Service Center
 1470 Exposition Way, Suite 130
 San Diego, CA 92154
 (831) 426-5868
 www.plantronics.com
 fax (800) 279-0162

Clarity™ Equipment Handsets & Volume Control Amplifiers:

Clarity
 Attn: Repair Department
 6131 Preservation Drive
 Chattanooga, TN 37416
 (800) HANDSET (426-3738)
 Fax (800) 325-8871

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

The ordering activity 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 ordering activity 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.



Federal Supply Service

Authorized Federal Supply Schedule Price List

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 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)	CLARITY PRODUCT
Plantronics, Inc. Attn: Service Center 1470 Exposition Way Suite 130 San Diego, CA 92154	Clarity Attn: Repair Department 6131 Preservation Drive Chattanooga, TN 37416

2. MAINTENANCE ORDER:

Not applicable. Outside the scope of this contract.

3. REPAIR SERVICE 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 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 ordering activity'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 ORDERING ACTIVITY:

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 Authorized FSS Schedule 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 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). Not applicable. Outside the scope of this contract.
- d. LABOR RATES.

Hourly labor rates are not applicable. Outside the scope of this contract. The repair prices are a fixed price repair on a per-unit basis and are as provided in the Authorized FSS Schedule Pricelist.
- e. REPAIR SERVICE RATES.

Repair service rates are not applicable. Outside the scope of this contract. The repair prices are a fixed price repair on a



Federal Supply Service

Authorized Federal Supply Schedule Price List

per-unit basis and are as provided in the Authorized FSS Schedule 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 ordering activity 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 of 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 ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

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 _____.



Federal Supply Service

Authorized Federal Supply Schedule Price List

- (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:
- (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.

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.

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 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.