

**INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

**Services under this contract:
Maintenance for ALL Avaya Phone Equipment
SUBJECT TO COOPERATIVE PURCHASING**

SIN 811212 Equipment Maintenance

SIN 54151S – Information Technology Professional Services

**SCHEDULE TITLE:
General Purpose Commercial Information Technology Equipment, Software and Services**

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 811212 - EQUIPMENT MAINTENANCE (FPDS Code J070 - Maintenance and Repair Service) (Repair Parts/Spare Parts - See FSC Class for basic equipment)

SPECIAL ITEM NUMBER 54151S INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

**Offered Services:
Maintenance, Repair Service, Third Party Maintenance, Professional Services**

**Contractor:
Morgan Birge & Associates, Inc
119 West Hubbard Street, 4th Floor
Chicago, IL 6065
www.morganbirge.com
Phone: 866-289-0513
Fax: 312-270-0846**

Contract Number

47QTCA19D00G5

Period Covered by Contract

July 26, 2019 – July 25, 2024

Information for Ordering Activities

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. 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.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage! And the Federal Acquisition 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. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

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

Offeror are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Morgan Birge & Associates, Inc.
119 West Hubbard Street, 4th Floor
Chicago, IL 60654

Contractor will accept credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency will agree to use the credit card for dollar amounts over the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

Information for Ordering Activities

Ordering activities to obtain technical and/or ordering assistance can use the following telephone numbers.

Account Executive: 866-692-4948
Service Department: 866-484-3573 General
Information: 312-670-0000

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:

Block 9: G. Order/Modification under Federal Supply Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **849155049**

Block 30: Type of Contractor –**B. Small Business**

Block 31: Woman-Owned Small Business –**NO**

Block 36: Contractor's Taxpayer Identification Number (TIN): **#36-4330980**

4a. CAGE Code: **50B83**

4b. Contractor has registered with System for Award Management (SAM) at <https://www.sam.gov/>
(Formerly AKA: Central Contractor Registration Database).

5. FOB DESTINATION 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:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
811212	15 Days ARO
54151S	Negotiated per Work or Delivery Order

b. Expedited delivery for 811212 (i.e. overnight and 2-day priority) times than those set forth in paragraph (a) above are available from the Contractor based on the availability of product inventory. It will be negotiated between Using Activity and Morgan Birge and Associates, Inc.

c. **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.

Information for Ordering Activities

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. **Prompt Payment: 30 days from receipt of invoice or date of acceptance, whichever latter.**
- b. **Quantity: No Discounts for Quantity**
- c. **Dollar Volume: No Discounts for Volume**
- d. **Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.**
- e. **Other: None**

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: N/A

10. Small Requirements: The minimum dollar value of orders to be issued is **\$100.00**.

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 **811212, 54151S** is **\$500,000**

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: 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 Acquisition 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. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (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.

Information for Ordering Activities

- (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.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

- 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 52.212-4)

16. GSA ADVANTAGE!

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 categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Google, Firefox, Internet Explorer). The Internet address is <http://www.gsadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract 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 as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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.

Information for Ordering Activities

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:

This Contract Does Not Apply To Overseas Activities, Alaska and Hawaii 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.

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 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 132-99.

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: NA The EIT standard can be found at: www.Section508.gov/.

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>.

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within the Continental 48 States. 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 8.d and 9.d of this Special Item Number 811212.
- 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:

Morgan Birge & Associates, Inc
119 West Hubbard Street
Chicago, IL 60654

2. MAINTENANCE ORDER

- a. Agencies 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 811212). 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. Agencies 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 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 811212 (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.
- b. 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. Within the service areas, this repair service should normally be done within 4 hours after notification.

8. MAINTENANCE RATE PROVISIONS

- 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.

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: **\$0**.

e. **QUANTITY DISCOUNTS**

Quantity discounts are not available

9. **REPAIR SERVICE RATE PROVISIONS**

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 office; 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 (*GSA per diem rate*) 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.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

Crash Kits – Every Definity or Communication Manager system located more than 50 miles from MB&A's Chicago Headquarters receives a crash kit. The Crash kit contains every major component that will take the PBX hard down. Spare parts kept on site in a steel lock box next to the PBX at **NO Additional Charge. Equipment located in lockbox is determined by Morgan Birge & Associates, Inc.**

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 (1) Year.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period One (1) 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 work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office 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 INFORMATION
TECHNOLOGY (IT) PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 54151S)**

*******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.***

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 811212 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212 4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any

joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and- Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF I.T. PROFESSIONAL SERVICES AND PRICING LABOR CATEGORIES – Rates of I.T. Professional Services:

Tier 1 Technical Support

Functional Responsibility:

- Performs adds, moves, changes to new and existing equipment
- Installation and programming from start to finish, including voicemail, extensions, etc.
- Runs daily service and maintenance for existing customer base
- Interfaces and trains customers when needed
- Provides programming, support and maintenance of voice mail systems
- Pulls/installs voice and data cabling as needed

Minimum Education/Experience: High School/GED, Avaya ACSS Certification, minimum of two (2) years of professional experience.

Tier 2 Technical Support

Functional Responsibility:

- Installs, operates, maintains and repairs telecommunication systems of various types and sizes for a variety of locations.
- Manages and maintains applications related to telecommunications, such as voice-mail and call accounting systems.
- Troubleshoots and resolves telecommunications issues ranging from simple to highly complex. • Coordinates installation and maintenance of the cable plant required to support telecommunications systems.
- Operates simple and sophisticated mechanical and electronic test equipment and tools • Assists customers with determining needs and/or solving problems related to telecommunications.
- Performs telecommunications/network system engineering, including basic physical and logical network integration, system configuration and design and system programming related to voice, video and data integration.
- Designs and/or engineers telecommunication solutions to support customer needs, acting as project lead, coordinating work assignments.
- May provide daily supervision to other technicians, including participation in evaluations and hiring process
- Administers preventive maintenance program for telecommunications equipment.
- Acts as liaison for telecommunications vendors and service providers, which may include phone bill audits and reviews.
- Provides technical guidance, consulting support and complex problem resolution to clients regarding telecommunications requirements, including evaluation and recommendation of appropriate technologies.
- Participates in development of annual objectives and tactical plans to achieve strategic initiatives. Establishes and implements policies, procedures and standards.
- Orders and maintains telecommunication hardware inventory.
- Keeps abreast of latest technology which includes attending classes and seminars.
- Maintains a working knowledge of applicable Federal, State and local laws/regulations

Minimum Education/Experience: High School/GED, Avaya ACSS Certification, minimum of five (5) years of professional experience.

Telecommunication Network Specialist Support

Telecommunication Network Specialist Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput) and recommends procurement, removals, and modifications to network components including voice, data, video, etc. Designs and optimizes network topologies and site configurations. Plans installations, transitions, and cutovers of network components and capabilities. Administers networks. Coordinates requirements with users and suppliers.

Minimum Education/Experience: BA/BS, Avaya ACSS, NORTEL, Cisco, four (4) to six (6) years of professional experience.

Telecommunications Specialist 1 Support

Telecommunications Specialist 1 assists in providing installation and operational support of voice and data communications hardware and software systems. Participates in design, development, implementation, test, debugging, and maintaining communications systems. Complies with prescribed customer, industry and agency standards.

Minimum Education/Experience: BA/BS, Avaya ACSS, NORTEL, Cisco, minimum of four (4) years of professional experience.

Telecommunications Specialist 2 Support

Telecommunications Specialist 2 Provides installation and operational support of voice and data communications hardware and software systems. Designs, develops, implements, tests, debugs, and maintains communications systems. Performs configuration of operating system and security patches for host and distributed systems, and implements incident response procedures during incidents of a network or host security breach. Complies with prescribed customer, industry and agency standards.

Minimum Education/Experience: BA/BS, Avaya ACSS, NORTEL, Cisco, minimum two (2) to four (4) years of professional experience.

Telecommunications Specialist 3 Support

Telecommunications Specialist 3 Provides installation and operational support of voice and data communications hardware and software systems. Designs, develops, implements, tests, debugs, and maintains communications systems. Performs configuration of operating system and security patches for host and distributed systems, and implements incident response procedures during incidents of a network or host security breach. May provide leadership and direction to a team of specialists for these functions. Reviews customer requirements and makes recommendations for changes to existing technical architecture. Complies with prescribed customer, industry and agency standards.

Minimum Education/Experience: BA/BS, Avaya ACSS, NORTEL, Cisco, minimum four (4) to six (6) years of professional experience.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Morgan Birge & Associates, Inc 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.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

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.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

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:

Melvin Birge, President
Direct Line: 312-980-0604
Fax: 312-494-0000
Email: melb@morganbirge.com

EXECUTIVE SUMMARY

Morgan, Birgé & Associates, Inc. (MB&A) has been a reseller of telecommunication systems and services since 1993. For a period of approximately 10 years, MB&A was an Avaya Business Partner selling and installing the entire Avaya product line, Partner, Legend, Magix, IP Office, Intuity, Definity, Communication Manager, Modular Messaging, and all related adjuncts and peripherals. In 2003 MB&A dropped its Business Partner relationship with Avaya due to the fact that Avaya has an unusual relationship with its Business Partners. Unlike other communication hardware manufactures, Avaya

contractually forbids its Business Partners from actively selling and performing maintenance. Avaya's business model dictates that Business Partners sell and install the systems, and then back away once the installation is complete, turning the customer over to Avaya to perform all further maintenance activities. MB&A's customers were requesting that MB&A technicians, who were the most technically qualified and intimately familiar with their software and hardware, perform day to day maintenance activities. Thus, MB&A dropped its Business Partner relationship with Avaya in 2003, granting us the freedom to specialize in maintenance on Avaya systems, in direct competition with Avaya. Now in direct competition with Avaya, MB&A designed a maintenance offering with a totally different approach than Avaya, a proactive approach, a customer driven approach, designed to be superior to Avaya in every way.

- **Free Carrier Support** - Based on 10 years of taking customer calls, we knew that customers called their hardware maintenance provider when the carrier service was down, so we include free carrier support as part of maintenance.
- **Live People Answer the Phone** - Because we know what it's like to run a company, we actually understand that a phone problem is an emergency. We knew that the most frustrating thing is not being able to talk to a live human being when there is an outage, so we ensured that every service call is answered by a live service representative, not an auto attendant, and never voicemail. We distribute the cell phone numbers of all our service personnel and the 3 owners of MB&A to every maintenance customer.
- **Offsite Back Ups** - Knowing the most valuable piece of a phone system or voicemail is the customer's unique programming, we designed a preventive maintenance process that sends a technician onsite to run back ups of the switch and voicemail and return those back ups to the MB&A office for safe keeping and disaster recovery purposes. In the event of total data loss, we don't ask the customer for a back up, we take ownership of the restoration process from our own back ups.
- **Onsite Crash Kits** - Hearing horror stories about technicians showing up without the necessary hardware to fix an outage, we designed a process to install a crash kit at every Definity or Communication Manager customer's site. We co-locate every component that will take a system hard down right next to the phone switch.

Hundreds of customers, large and small, use MB&A's **Remote-Tek Equipment Maintenance** offering; some because MB&A is typically 20-30% lower than the competition in terms of price, and others because of all the additional value added services we bundle and include at no additional charge as part of our maintenance offering. We're proud that we can provide references of any size, in virtually any field. That list includes customers who have suffered catastrophic failures that MB&A has quickly and competently repaired. While hundreds of customers have left competitors maintenance to come to MB&A, not a single customer has ever left MB&A and gone back to our competitors.

Today MB&A sells, installs, services and maintains business telephone systems and call centers from 5 to 5000 stations, with over 1500 total customers. Since 2003, our maintenance customer base has grown from 6 customers, to over 600 customers, with over 1200 maintained locations.

MB&A's primary business is telephony and voicemail maintenance, accounting for over 2/3 of revenue. From small businesses to nationwide corporations, MB&A offers scaleable, customtailored solutions to

each customer. Headquartered in downtown Chicago, MB&A employees 40 employees and works with a nationwide network of subcontractors to provide service on a national scale throughout the continental United States.

MB&A prides itself on delivering comprehensive communications solutions to all customers. We build partnerships and ensure the best interests of our customers. We offer the scalability, expertise, and security of a large company, but always maintain the superior customer service, and human contact of a small company.

SERVICES INCLUDED

MB&A owns and operates a 3rd party 24x7 remote monitoring system that was originally developed in cooperation with the US Navy. This same alarm system is installed in the highest areas of the US Government. All MB&A customer alarms are responded to 24x7x365 on an automated basis using a pre-defined series of maintenance. Upon receiving an alarm, MB&A will automatically dial-back into the system and perform pre-defined commands (tests) on the maintenance object that triggered the alarm, and automatically email the test results to the technicians assigned to that site or account. MBA's alarm system will not only notify you of alarms it will attempt to remotely diagnose and resolve the problem, even before it becomes service affecting.

MB&A can include the customer on major, minor, and/or warning alarms so they don't simply go into an unknown black box. MB&A can deliver alarms to any customer supplied email address, cell phone / text message address (delivered as an SMS text message), and/or pager, without restriction to the quantity of addresses.

MB&A establishes remote monitoring as part of our 1st preventive maintenance visit at all sites with equipment capable of remote monitoring. The equipment capable of remote monitoring includes all Definity platforms, Intuity Audix, and Communication Manager.

MB&A conducts weekly tests of all equipment set up for remote monitoring. Sample output of a Major Alarm, Minor Alarm, Warning Alarm, and Weekly Test Report is included on the page 811.

Charles Roush the patent holder and designer of Avaya's "expert system" and former Avaya employee is now an employee of MB&A. In fact, many of MB&A technicians are former Avaya employees. A link to Charles Roush's expert system patent is listed below.

<http://www.freepatentsonline.com/5862211.html>

CERTIFICATION AND KNOWLEDGE

Morgan Birgé & Associates service and support personnel offer the following certification and knowledge on Avaya Inc. products and services.

- Cisco, Mitel, Avaya, Nortel, Certified Installation and Maintenance Technicians with Extensive Experience to all Releases
- Certified Installation and Maintenance Sales Personnel with Significant Experience on All Definity Releases Dating Back to System 75
- Service Managers with Cisco, Mitel, Avaya, Nortel, Partner, Legend, Definity Installation and Maintenance experience
- Definity Technicians with Advanced Networking Experience Including DCS and DCS+
- Definity Technicians with ISDN Networking and SDN Networking Knowledge and Experience
- Definity Technicians Certified in IP600, R300, S8300, S8500, S8700 and related IP Applications

- Intuity Certified Installation and Maintenance Technicians
- Technicians Certified on Cisco, Mitel, Avaya, Nortel, Definity Extender Product Line
- Technicians Certified on Octel 100, Octel 250 and 350 Installation and Maintenance
- Sales Personnel Certified on Octel 100, Octel 250 and 350 Installation and Maintenance
- Technicians Certified on AVST CallXpress Unified Messaging Installation and Maintenance
- Technicians Certified on Avaya Modular Messaging Unified Messaging Installation and Maintenance
- Technicians Certified on Merlin Legend, Merlin Magix, Partner, Partner II And Related Applications
- Significant Experience with Adjunct Applications Including Paging, Call Center, Door Systems and CPE Messaging Systems

REMOTE-TEK EQUIPMENT

Remote-Tek Equipment Maintenance is MB&A's in house PBX maintenance program. ***Remote-Tek Equipment Maintenance*** differs from traditional PBX maintenance, because it offers several levels of enhanced service in addition to the customary parts replacement and onsite support. In addition to guaranteed lowest pricing, ***Remote-Tek*** customers receive:

Full Support for all software levels and releases – MB&A believes that customers' needs should drive the decision to upgrade to current release, not the manufacturer's desire to sell software. MB&A will support all systems, all software releases as long as you want to keep them so there is no need to upgrade unnecessarily. In the event an upgrade is desired or makes sense for the customer, MB&A offers one-stop shopping and takes your software purchases out to bid among a network of Avaya Business Partners.

Convenient Replacement & On-Site Parts – MB&A keeps spare phones on **YOUR** shelf. If a phone becomes defective, simply replace the set from your spare stock, and place the defective set in a pre-labeled FedEx Box for replacement. There is no reason to wait for a replacement phone.

MB&A Maintenance HOT-LINE – Service Plan customers will have direct dial access to an experienced, Avaya-certified MB&A technician 8:00 am to 5:00 pm, Monday through Friday, excluding posted MB&A holidays. After hours support is available 24x7x365. In 6 years MB&A has never charged an 8x5 maintenance customer for after hours remote support. Onsite after hours support work is billable to non 24x7 customers.

MB&A Off-site Backups – MB&A will back up all phone systems and voicemails with the capability to perform a back for instant recovery in disaster situations. MB&A performs back ups on a quarterly basis during regularly scheduled visits and keeps those back ups offsite in the event of an emergency.

Daily Off-site Back Ups of translations via ftp – For Communication Manager systems with Internet access, MB&A initiates a daily back up of all translations that is sent to an MB&A ftp server in a hardened carrier collocation facility in Chicago, IL.

Enhanced 4 hour Guaranteed Response Time – If trouble cannot be resolved remotely, an MB&A technician will be dispatched for on-site repair. Unlike Avaya, MB&A starts the 4 hour guaranteed response time from the moment customers call the service desk, not the moment a technician in Denver decides onsite technical support is required.

Priority Response – As a Service Plan subscriber, you will receive the highest priority response for **ALL** calls --including standard service calls.

Regularly Scheduled Visits – MB&A's regularly scheduled preventative service calls identify potential problems, to help ensure that you won't have an emergency. Partner, Legend, and Magix systems are serviced on an Annual Basis. Definity, CM, MM, and Intuity systems are serviced on a quarterly basis. We check fans, filters, and perform routine back ups that are kept offsite.

Hard Drive Imaging - MB&A images the hard drive of all CMS units and keeps a fully restored hard drive and base image offsite. MB&A images the hard drive of all S8xx and S87xx CM platforms and keeps the base image offsite. MB&A images every MM server on a daily basis via installation of a Network Attached Storage Device that is included as part of maintenance.

Remote Diagnostics – In conjunction with remote monitoring, MB&A's programmers use remote diagnostics in trouble identification and resolution. When technicians do need to be dispatched, they arrive on site with the right technical skills and necessary parts to fix it fast and right the first time.

REMOTE-TEK EQUIPMENT MAINTENANCE

Remote Monitoring – Continuous remote monitoring to diagnose and resolve problems rapidly (available on equipment with alarm notification.) MB&A's intelligent remote monitoring system was developed by the U.S. military to guarantee 24x7 uptime performance. MB&A can include customer notification on any or all alarms.

Unlimited FREE Avaya Remote Help Desk – Most providers charge for remote help desk service at rates up to \$300 per hour. MB&A customers have access to a 100% free unlimited remote help desk staffed by Avaya certified technicians. Many MB&A technicians actually used to work for Avaya.

Crash Kits – Every Definity or Communication Manager system located more than 50 miles from MB&A's Chicago Headquarters receives a crash kit. The Crash kit contains every major component that will take the PBX hard down. Spare parts kept on site in a steel lock box next to the PBX so your parts are ALWAYS available and we ensure maximum uptime.

T1/PRI Support – Most customers have experienced a carrier outage where the carrier blames the PBX, and the PBX vendor blames the carrier. Finger pointing doesn't accomplish anything except to irritate the customer and waste time. MB&A takes ownership and responsibility for resolving carrier issues, even

when it is the carrier's fault. MB&A will dispatch a technician with a T1 tester and prove or disprove a carrier problem at no additional charge to the customer.

AS AN MB&A MAINTENANCE CUSTOMER, YOU WILL BE ENTITLED TO ALL OF THE FOLLOWING:

- ✓ 24 x 7 remote monitoring and software support
- ✓ All maintenance choices with guaranteed emergency dispatch times
- ✓ All switch hardware covered
- ✓ Avaya-trained technicians dispatched on-site
- ✓ Avaya-trained help-desk
- ✓ Equipment and software is always consolidated on one contract
- ✓ Genuine Avaya-manufactured hardware
- ✓ Maintenance warehouse downtown Chicago
- ✓ No billing squabbles over covered maintenance!
- ✓ No sunset for switch software
- ✓ Off-site back up storage (if applicable)
- ✓ On-site maintenance spares
- ✓ On-site surge suppression
- ✓ On-site System Audit/Lowest guaranteed price
- ✓ On-site UPS 'Uninterruptible Power Supply'
- ✓ Prompt, competent review of maintenance billing discrepancies
- ✓ Scheduled maintenance, cleaning, and back ups

- ✓ T1/PRI/Local Service Emergency Support

PLAN DESCRIPTION

Plan Description

The Service Plan covers all parts and labor during the Service Plan period at no extra charge depending on service level. MB&A will remotely diagnose and repair system defects and, if necessary, dispatch a technician on location to:

- Isolate the trouble
- Identify and replace defective components
- Restore system programming to the most recent backup

Coverage Times

- MB&A diagnostic and dispatch service is available 8:00 am to 5:00 pm, Monday through Friday, excluding posted MB&A holidays.
- MB&A also provides 24x7, mission critical support in appropriate applications and upon customer request.

Response Time

- For major failures (defined as Attendant Console outage, PBX outage, or 25% outage of trunks and/or stations), a technician will be scheduled for dispatch on location within four coverage hours.
- For non-major failures (all failures excluding major failure) a technician is scheduled to respond within twenty-four coverage hours.

Prior to the commencement of the Service Plan, MB&A will

- Perform an equipment audit to minimize maintenance cost by removing all unnecessary equipment.
- Perform environmental, ground and electrical audit to identify potential faults.
- Conduct a system audit to identify equipment requiring repair or replacement.
- Specify, where applicable, the purchase of required back up materials such as software tapes and flashcards.

For the period of the Service Plan, MB&A will

- Install surge suppression on all digital and analog phone trunks as well as electrical circuits.
- Supply an uninterruptible power supply –designed specifically for telecom equipment-- to ensure proper AC current.
- Supply specific instructions, where applicable, for periodic customer back ups.
- Perform regularly scheduled preventative service calls o To clean and test equipment.

- o Perform PBX and Voicemail system backup and store off-site at MB&A (Definity PBX only).
- o Supply on-site spares of all major phone types.

DISASTER PLAN

As part of routine maintenance, MB&A takes many precautionary steps to ensure the integrity of customer programming, translations, and back ups that would be essential to restoring service in the event of a catastrophe.

1. MB&A images all S8xx, MM, and CMS hard drives and keeps images of these servers stored in a hardened collocation facility in Chicago, IL.
2. MB&A sends technician onsite as part of routine preventive maintenance to pull Definity and Intuity back ups on a quarterly basis and stores media in Chicago, IL. Additional copies of these media are stored at each service location.
3. MB&A sets up all S8xx servers to transmit daily translation back ups via ftp to MB&A's ftp server located in a collocation facility in Chicago, IL. Translations also reside at the service location and are backed up on a daily basis.
4. MB&A extracts voicemail subscriber files in CSV format from each voicemail server capable of transmitting such file and keeps each CSV on an MB&A server ready to be uploaded to a replacement voicemail.
5. In the event of a disaster the completely destroys a maintained site or sites, MB&A has in stock numerous entire Definity, CM, CMS, Intuity, MM, Partner, Legend, and Magix systems on the shelf and ready for deployment to any new location within 24 hours. With copies of the customer programming, back up media, or translations, MB&A can supply an entire replacement system at a new service address within 24 hours.
6. MB&A exports every exportable switch report from every PBX capable of exporting such reports. Partner and Merlin 410 systems do not have this feature but those systems are less than 30 phone capacity and can be rebuilt from scratch in a matter of hours.
7. MB&A provides unlimited free help desk support all covered locations to assist with reprogramming any networked call center sites to other call center sites unaffected by a disaster.
8. MB&A provides unlimited free help desk support to assist with contacting the carrier service providers and re-routing inbound traffic at an affected facility to an unaffected facility and reprogramming the ARS (automatic route selection) to handle any detoured inbound numbers.

9. MB&A stocks a large number of phones able to ship to a new emergency relocated location within 24 hours.

Morgan, Birgé & Associates, Inc. GSA Price List

EQUIPMENT MAINTENANCE: SIN 811212

Product Description	GSA Price (Per Port)
Maintenance on Avaya Communication Manager & Definity PBX with Telesets 8x5 Coverage (Port 1-500)	\$2.10
Maintenance on Avaya Communication Manager & Definity PBX 8x5 Coverage (Port 1-500)	\$1.57
Maintenance on Avaya Communication Manager & Definity PBX with Telesets 8x5 Coverage (501+)	\$1.86
Maintenance on Avaya Communication Manager & Definity PBX 8x5 Coverage (501+)	\$1.32
Maintenance on Avaya Communication Manager & Definity PBX with Telesets 24x7 (Port 1-500)	\$2.52
Maintenance on Avaya Communication Manager & Definity PBX 24x7 (Port 1-500)	\$1.88
Maintenance on Avaya Communication Manager & Definity PBX with Telesets 24x7 (Port 501+)	\$2.23
Maintenance on Avaya Communication Manager & Definity PBX 24x7 (Port 501+)	\$1.58
Maintenance on Avaya Communication Manager & Definity PBX with Telesets 8x5/24x7 Coverage (Port 1-500)	\$1.95
Maintenance on Avaya Communication Manager & Definity PBX with Telesets 8x5/24x7 Coverage (Port 501+)	\$1.75
Maintenance on Avaya Communication Manager & Definity PBX 8x5/24x7 Coverage (Port 1-500)	\$1.45
Maintenance on Avaya Communication Manager & Definity PBX 8x5/24x7 Coverage (Port 501+)	\$1.20
Maintenance on Definity Audix Voice Mail 5 Slot 8x5 Coverage	\$150.00
Maintenance on Definity Audix Voice Mail 2 Slot 8x5 Coverage	\$150.00
Maintenance on Intuity Audix 770 Voice Mail 8x5 Coverage	\$140.00
Maintenance on Intuity Audix LX Voice Mail 8x5 Coverage	\$170.00
Maintenance on Intuity Audix Map 5 Voice Mail 8x5 Coverage	\$175.00

Maintenance on Intuity Audix Map 40 Voice Mail 8x5 Coverage	\$300.00
Maintenance on Intuity Audix Map 100/MM Voice Mail 8x5 Coverage	\$400.00
Maintenance on CMS Sunblade 100 8x5 Coverage	\$400.00
Maintenance on CMS Sunblade 150 8x5 Coverage	\$400.00
Maintenance on CMS Netra 210 8x5 Coverage	\$400.00
Maintenance on CMS Ulrra 5 8x5 Coverage	\$400.00
Maintenance on CMS Sunfire 880 8x5 Coverage	\$575.00
Maintenance on CMS Sun UE 3500 8x5 Coverage	\$675.00
Maintenance on Local Survivable Processor 8x5 Coverage	\$17.00
Maintenance on Paging Amp Pagepac 20 8x5 Coverage	\$18.00
Maintenance on Paging Amp Pagepac 6 8x5 Coverage	\$25.00
Maintenance on Extender Rac Mount 8x5 Coverage	\$17.00
Maintenance on Definity Extender Analog Rack 310 8x5 Coverage	\$14.00
Maintenance on IP Agent 8x5 Coverage	\$5.50
Maintenance on Definity Audix Voice Mail 5 Slot 24x7 Coverage	\$150.00
Maintenance on Definity Audix Voice Mail 2 Slot 24x7 Coverage	\$150.00
Maintenance on Intuity Audix 770 Voice Mail 24x7 Coverage	\$140.00
Maintenance on Intuity Audix LX Voice Mail 24x7 Coverage	\$170.00
Maintenance on Intuity Audix Map 5 Voice Mail 24x7 Coverage	\$175.00
Maintenance on Intuity Audix Map 40 Voice Mail 24x7 Coverage	\$300.00
Maintenance on Intuity Audix Map 100/MM Voice Mail 24x7 Coverage	\$400.00
Maintenance on CMS Sunblade 100 24x7 Coverage	\$400.00
Maintenance on CMS Sunblade 150 24x7 Coverage	\$400.00
Maintenance on CMS Netra 210 24x7 Coverage	\$400.00
Maintenance on CMS Ulrra 5 24x7 Coverage	\$400.00
Maintenance on CMS Sunfire 880 24x7 Coverage	\$575.00
Maintenance on CMS Sun UE 3500 24x7 Coverage	\$675.00
Maintenance on Local Survivable Processor 24x7 Coverage	\$17.00
Maintenance on Paging Amp Pagepac 20 24x7 Coverage	\$18.00
Maintenance on Paging Amp Pagepac 6 24x7 Coverage	\$25.00
Maintenance on Extender Rac Mount 24x7 Coverage	\$17.00
Maintenance on Definity Extender Analog Rack 310 24x7 Coverage	\$14.00
Maintenance on IP Agent 24x7 Coverage	\$5.50
Maintenance on Avaya IP Office IP500 V2 control unit (Avaya part#700476005) with coverage of 1600, 1400, 9600 and 9500 series telephones	\$1.65
Maintenance on Avaya IP Office IP500 V2 control unit (Avaya part#700476005) without telephone coverage	\$1.55
Maintenance on Avaya IP Office Voicemail Pro Preferred Edition Voicemail software (Avaya part#LUC-26480)	\$100.00

Maintenance on Avaya IP Office Embedded Voicemail Essential Edition software (Avaya part#LUC-267786)	\$50.00
Maintenance on Avaya/Nortel CS1000 server (Avaya part#NTE90771) with coverage of M2000, M3000, IP2000, IP1100 and IP1200 series telephones	\$1.95
Maintenance on Avaya/Nortel CS1000 server (Avaya part#NTE90771) without telephone coverage	\$1.85
Maintenance on Avaya/Nortel Option 81c controller card (Avaya part#NT8D01) with coverage of M2000 and M3000 series telephones	\$1.75
Maintenance on Avaya/Nortel Option 81c controller card (Avaya part#NT8D01) without telephone coverage	\$1.75
Maintenance on Avaya/Nortel Option 61c controller card (Avaya part#NT8D01) with coverage of M2000 and M3000 series telephones	\$1.55
Maintenance on Avaya/Nortel Option 61c controller card (Avaya part#NT8D01) without telephone coverage	\$1.55
Maintenance on Avaya/Nortel Option 11 controller card (Avaya part#NT8D01) with coverage of M2000 and M3000 series telephones	\$1.40
Maintenance on Avaya/Nortel Option 11 controller card (Avaya part#NT8D01) without telephone coverage	\$1.30
Maintenance on Avaya/Nortel MICS core cabinet legacy key telephone system (Avaya part#NT7B53FA) with coverage of M7000 and T7000 series telephones	\$1.35
Maintenance on Avaya/Nortel MICS core cabinet legacy key telephone system (Avaya part#NT7B53FA) without telephone coverage	\$1.20
Maintenance on Avaya/Nortel Callpilot 100 voicemail system (Avaya part#NTAB9866)	\$100.00
Maintenance on Avaya/Nortel Startalk Flash voicemail system (Avaya part#NT5B07)	\$75.00
Maintenance on Avaya/Nortel CS2100/2200/SL-100 (Nortel part #NN42200-400) w/telephones (per port)	\$2.33
Maintenance on Avaya/Nortel CS2100/2200/SL-100 (Nortel part #NN42200-400) without telephone sets (per port)	\$2.09
Maintenance on Octel 250 Voicemail Server (Octel part #0442520005) (per month)	\$332.49
Maintenance on Octel 350 Voicemail Server (Octel part #2442030005) (per month)	\$362.72

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES: SIN 54151S

Tier 1 Technical Support \$96.73 per hour

Tier 2 Technical Support \$114.86 per hour

Telecommunication Network Specialist Support \$114.86 per hour

Telecommunications Specialist 1 Support \$81.86 per hour

Telecommunications Specialist 2 Support \$96.73 per hour

Telecommunications Specialist 3 Support \$125.74 per hour