AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICE

SIN 132-8 PURCHASE OF EQUIPMENT

FSC Class 7025 Input/output and Storage Devices
Printers, Displays, Network Equipment, Other Communications Equipment,
Storage Devices including Magnetic Storage, Magnetic Tape and Optical Disk Storage

FSC Class 7042 MINI AND MICRO COMPUTER CONTROL DEVICES
Telephone Answering and Voice Messaging Systems

FSC Class 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT
Communications Equipment Cable

FSC Class 6015 - FIBER OPTIC CABLES
Fiber Optic Cables

FSC Class 6020 – FIBER OPTIC CABLE ASSEMBLIES AND HARNESSES
Fiber Optic Cable Assemblies and Harnesses

FSC Class 6145 – WIRE AND CABLE, ELECTRICAL
Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT
Telephone Equipment, Audio and Video Teleconferencing Equipment

FSC Class 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
Communications Security Equipment

FSC Class 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE
Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC Class 5895 – MISCELLANEOUS COMMUNICATION EQUIPMENT
Miscellaneous Communications Equipment

Special Physical, Visual, Speech, and Hearing Aid Equipment

FPDS Code N070 – Installation

FPDS Code N070 - Deinstallation

FPDS Code N070 – Reinstallation

SIN 132-12 MAINTENANCE AND REPAIR

Maintenance

Repair Service

Repair Parts/Spare Parts

Third Party Maintenance

AVAYA
FEDERAL SOLUTIONS

SIN 132-33 PERPETUAL SOFTWARE LICENSE

FSC Class 7030 – INFORMATION TECHNOLOGY SOFTWARE
Microcomputers
Application Software, Electronic Commerce (EC) Software, Utility Software, Communications Software

Special Physical, Visual, Speech, and Hearing Aid Software

SIN 132-34 MAINTENANCE OF SOFTWARE

SIN 132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE

FPDS Code U012

SIN 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

FPDS Code D302 – IT Systems Development Services

FPDS Code D306 – IT Systems Analysis Services

FPDS Code D307 – Automated Information Systems Design & Integration Services

FPDS Code D308 – Programming Services

FPDS Code D310 – IT Backup and Security Services

FPDS Code D316 – IT Network Management Services

FPDS Code D399 - Other Information Technology Services, Not Elsewhere Classified

Avaya Federal Solutions, Inc.
12730 Fair Lakes Circle
Fairfax, VA 22033-4901
1-888-GSA-1201

Contract Number: GS-35F-0156V

Period Covered by Contract: January 8, 2009 through June 7, 2014

Pricelist current through Modification # 55 dated April 21, 2014

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/

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Information for Ordering Activities

Special Notice to Agencies:

Small Business Participation

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

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

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

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

1. Geographic Scope of Contract

The geographic scope of this contract is domestic delivery in the 48 contiguous states and the District of Columbia. Delivery to Alaska, Hawaii, Puerto Rico, the U.S. Territories and overseas U.S. Government Installations are for selected products only.

2. Ordering/Contact Information

a. Ordering Address

Ordering, Order Status, Invoice/Payment Information and Technical Assistance:

Avaya Federal Solutions, Inc.
Federal Customer Care Center
14400 Hertz Quail Springs Parkway
Oklahoma City, OK 73134
Telephone: 1-800-492-6769
Facsimile: 1-800-882-1618

Maintenance/Support

Telephone: 1-800-242-2121

Training

Telephone: 1-800-288-5327

GSA Authorized Dealers

Reference www.avaya.com/gov/gsa for GSA Authorized Dealers' contact information.

Orders placed under Avaya's GSA Schedule to Authorized Dealers shall be issued to Avaya Federal Solutions, Inc. c/o <Dealer>. Dealer will invoice the ordering activity and accept payment in Avaya Federal Solutions' name, c/o < Dealer>.

b. Consolidated Invoicing

Unless otherwise requested by the ordering activity, this contract allows for consolidated billing of multiple items on an invoice for administrative ease. If the ordering activity requires detailed billing information for installation or maintenance coverage, Avaya will provide upon request. Contact Avaya's Customer Care Center at 800-492-6769.

c. Payment Address

As shown on invoice.

d. Credit Cards

Credit Card is accepted for payments for oral or written delivery orders. Avaya will, upon request, provide the ordering activity with the bank account information for wire transfer payments.

3. Liability for Injury or Damage

Avaya Federal Solutions (hereinafter "Avaya") 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 Avaya, unless such injury or damage is due to the fault or negligence of Avaya.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279

Block 9	G Order/Modification Under Federal Schedule
Block 16	Data Universal Numbering System (DUNS): 79-047-0749
Block 30	Type of Contractor: C. Large Business
Block 31	Woman-Owned Business: No
Block 36	Avaya Federal Solutions, Inc.'s Tax Identification Code: 20-8174392

a. Cage Code

4NCQ6	12730 Fair Lakes Circle Fairfax, VA 22033-4901

b. Avaya Federal Solutions, Inc. has registered with the Central Contractor Registration Database.

c. Statistical data including TIN, DUNS and CAGE for GSA Authorized Dealers can be found under the Dealer's CCR registration.

5. F.O.B. Destination

Shipments within the 48 contiguous states and District of Columbia are FOB destination. Delivery to Alaska, Hawaii, Puerto Rico, U.S. Territories and overseas U.S. Government Installations would be to point of embarkation.

6. Delivery Schedule

a. Time of Delivery

Time of delivery is based on mutual agreement between the ordering activity and Avaya. Contact the Avaya Sales Office to obtain current delivery intervals. Expedited delivery and/or overnight and 2-day delivery is available for selected products at an additional charge. Ordering activities can contact the respective Avaya representative for information.

b. Urgent Requirements

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact Avaya for the purpose of obtaining accelerated delivery. Avaya shall reply to the inquiry within 3 workdays after receipt of request. If Avaya 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. All prices are net after all discounts have been deducted. The prices stated apply to all ordering activities.

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 Export Packing

Export packing, if requested, is available outside the scope of this contract. Charges shall be provided upon request.

10. Small Requirements

There is a $100.00 minimum value on orders to be issued under this contract.

11. Maximum Order

(All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000.00

SIN 132-8	Purchase of Equipment
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts
SIN 132-33	Perpetual Software Licenses
SIN 132-34	Maintenance of Software
SIN 132-51	IT Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is $25,000.00

SIN 132-50	Training Courses

12. Ordering Procedures for Federal Supply Schedule Contracts:

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

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

b. FAR 8.405-2 Ordering Procedures for services requiring a statement of work.

13. Federal Information Technology/Telecommunications 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 Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. Contractor Tasks / Special Requirements (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances are 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 are 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 are factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

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

15. Contract Administration for Ordering Offices:

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 (1) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.I.)

16. GSA Advantage!

The GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule pricelists with ordering information. The GSA Advantage! will allow the user to:

Perform various searches across all contracts including, but not limited to:

a. Manufacturer

b. Manufacturer's Part Number; and

c. Product categories.

Ordering activities can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.fss.gsa.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 8.401(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 purposes of this contract, the commitments, warranties, and representation 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 made 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

Avaya does not offer overseas installation, maintenance and other services within the scope of the 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, De-installation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-7) provides that contracts in excess of $2000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no

laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simply 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 $2000, 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.

If prevailing wages should apply, the labor rates may be increased accordingly.

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) by following the "Section 508 Accessibility" link at www.avaya.com/gov/gsa.

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. 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 the contract. (31 U.S.C. 3324), except as noted in SIN 132-33/34.

Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology Equipment

(Special Item Number 132-8)

1. Material and Workmanship

All equipment furnished hereunder will 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 Agreement (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the contractor will be obligated to meet the delivery and installation date specified in the original order.

3. Transportation of Equipment

Shipments within the 48 contiguous states and District of Columbia are FOB destination. Delivery to Alaska, Hawaii, Puerto Rico, the U.S. Territories and overseas U.S. Government Installations would be to point of embarkation.

4. Installation and Technical Services

a. Avaya shall deliver the products and services specified on the accepted order and shall install those products for which installation charges are specified on the order.

- The ordering activity, at its own expense, will provide (i) an equipment room and other environmental conditions as specified to the ordering activity by Avaya; (ii) access to the installation location for equipment and personnel at times specified by Avaya; (iii) adequate work-space, heat, light, ventilation and electrical outlets; and (iv) a secured and protected area for storage of tools and equipment near the equipment room.
- Installation activities are scheduled between 8 a.m. and 5 p.m., Monday through Friday, excluding Avaya and Government holidays. Those activities scheduled outside normal business hours at the ordering activity's request, or because of ordering activity-caused delays, are subject to premium charges outside the scope of the contract.
- The ordering activity is responsible for identification and removal of any hazardous material (e.g., asbestos) or correction of any hazardous condition on the ordering activity's premises that affects Avaya's performance of services. Services may be delayed by Avaya while the ordering activity removes or corrects any hazardous condition, with no liability, cost, or penalty to Avaya.
- Customer Delays – If the delivery or installation of products is delayed for more than thirty (30) calendar days due to the fault of the ordering activity or its contractors, Avaya may commence billing, effective the scheduled delivery or installation date.
- Refer to SIN 132-51 for more complex implementations.

b. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C 276a-276a-7) provides that contracts in excess of $2000 to which the United States of the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall

receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building of 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 $2000, 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.

If prevailing wages should apply, the labor rates may be increased accordingly.

c. Operating and Maintenance Manuals

Avaya shall furnish the ordering activity one copy of any user manual relating to the equipment being installed/purchased, where normally provided.

5. Inspection/Acceptance

a. Avaya Installed Equipment

Equipment must operate in accordance with manufacturer's published specifications. The ordering activity should give Avaya a written notice of acceptance or rejection within thirty (30) calendar days following the in-service date. "In-Service Date" means the date on which Avaya notifies ordering activity that the Avaya-installed products are installed in good working order in accordance with applicable documentation. The absence of an official written notice shall mean that acceptance has occurred.

b. Customer Installed/Drop Shipped Equipment

Acceptance shall occur on the date of delivery of the product to the ordering activity.

6. Title and Risk of Loss

a. Title. Title to Avaya equipment delivered under this contract shall pass to the ordering activity on the date of acceptance.

b. Risk of Loss. Risk of loss or damage to the supplies provided under this contract shall remain with the Avaya until, and shall pass to the ordering activity upon:

(i) Delivery of the supplies to the carrier, if transportation is f.o.b. origin; or

(ii) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

7. Warranty

a. Warranty. Avaya warrants to ordering activity that during the applicable warranty period, the product will conform to and operate in accordance with the applicable documentation in all material respects. To the extent that Avaya performs installation services with respect to its products, Avaya warrants that those installation services will be carried out in a professional and workmanlike manner by qualified personnel.

b. Warranty Period. Unless a different period is specified in the applicable order, the warranty periods for products and installation services are as follows:

(1) Hardware: twelve (12) months, beginning on the In-Service Date for Avaya-installed Hardware and on the delivery date for all other hardware;

(2) Installation Services: thirty (30) days from the performance of the applicable installation services.

c. Remedies.

(1) Products. If the product is not in conformance with the warranty above and Avaya receives from ordering activity during the applicable warranty period a written notice describing in reasonable detail how the product failed to be in conformance, Avaya at its option will: i) repair or replace the product to achieve conformance and return the product to ordering activity; or ii) refund to ordering activity the applicable fees upon return of the non-conforming product to Avaya. Replacement hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property. Replacement products are warranted as above for the remainder of the original applicable product warranty period.

(2) Installation Services. To the extent that Avaya has not performed installation services in conformance with the above warranty, and Avaya receives notice from ordering activity identifying the non-conformance within thirty (30) days of its occurrence, Avaya will re-perform the non-conforming installation services. If Avaya determines the re-performance is not commercially reasonable, Avaya will refund to ordering activity the fees for the con-conforming installation services.

(3) Sole Remedy. THESE REMEDIES WILL BE ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES ORDERING ACTIVITY MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.

d. Warranty Procedures. Products subject to a warranty claim must be returned to Avaya in accordance with Avaya's instructions, accompanied by evidence satisfactory to Avaya that the products remain entitled to warranty protection.

If a product is returned within the applicable warranty period subject to a valid warranty claim, Avaya will not charge for any repair, replacement, error identification or correction, or return shipment of the non-conforming product. If Avaya determines that the product was operating in conformance with its applicable warranty, Avaya may charge ordering activity for error identification or correction efforts, repair, replacement and shipment costs at Avaya's then current rates.

8. Warranty Exclusions

a. Warranty Exclusions. The warranties provided in Paragraph 7 do not extend to any damages, malfunctions, or non-conformities caused by:

(i) Ordering activity's use of products in violation of the license granted by Avaya to the ordering activity or in a manner inconsistent with the product documentation;

(ii) Use of non-Avaya furnished equipment, software, or facilities with products (except to the extent provided in the product documentation);

(iii) Ordering Activity's failure to follow Avaya's installation, operation or maintenance instructions;

(iv) Ordering Activity's failure to permit Avaya timely access, remote or otherwise, to products;

(v) Failure to implement all new updates to software provided under the Schedule;

(vi) Products that have had their original manufacturer's serial numbers altered, defaced or deleted; and

(vii) Products that have been serviced or modified by a party other than Avaya or an authorized Avaya reseller.

b. Toll Fraud. Avaya does not warrant that products or services will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of ordering activity.

c. Force Majeure. Neither party will have liability for delays, failure in performance or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes or labor disputes, water, acts of God, war, civil disturbances, terrorism, acts of civil or military authorities, inability to secure raw materials, transportation facilities, fuel or energy shortages, performance or availability of communications services or network facilities, or other causes beyond the party's reasonable control. The foregoing will not apply to payments of fees for products delivered or installed, as applicable, or for services performed.

d. Products from Third Parties. Ordering activity's decision to acquire or use products from third parties is the ordering activity's sole responsibility, even if Avaya helps the ordering activity identify, evaluate or select them. AVAYA IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE FOR, THE QUALITY OR PERFORMANCE OF SUCH PRODUCTS OR THEIR SUPPLIERS.

e. Disclaimers. EXCEPT AS PROVIDED IN PARAGRAPHS 7 AND 8, NEITHER AVAYA NOR ITS SUPPLIERS OR LICENSORS MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS OR INSTALLATION SERVICES. AVAYA DOES NOT WARRANT THE UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL WARRANTIES IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Purchase Price for Ordered Equipment

a. The purchase price that the ordering activity will be charged is the purchase price in effect at the time of order placement.

b. Front market prices apply to new systems, upgrades (including software and server migrations) and any add-ons that are included on the same order as the new system or upgrade. Aftermarket prices apply to add-ons that are not included on a new system or upgrade order.

10. 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 part 101-43.6), and the policies and procedures on exchange/sale contained in FPMR (41 CFR part 101-46).

11. Change Control Date

The "Change Control Date" (CCD), when applicable, is mutually agreed upon and is the last date that Avaya will accept changes to the products ordered for delivery on the delivery date or for installation on the In-Service Date. Changes to the original order received by Avaya prior to the CCD must be approved in writing by both parties. Changes received and accepted by Avaya after the CCD will be treated as separate orders and will be delivered after the delivery date or installed after the In-Service date. The CCD for subsequently placed orders for modifications or additions will be the date Avaya accepts that order.

12. Limitations of Liability

a. The total aggregate liability of either party for each and all claims arising out of or in connection with the agreement will not exceed an amount equal to the total amount of all fees paid or payable under the agreement in the twelve (12) month period immediately preceding the date of the event

giving rise to the claim. The limitations of liability in this paragraph will apply to any damages, however caused, and on any theory of liability, whether for breach of contract, tort (including, but not limited to, negligence), or otherwise, and regardless of whether the limited remedies available to the parties fail of their essential purpose. However, they will not apply in cases of willful misconduct, personal injury or breaches of Avaya's license restrictions.

b. The limitations of liability in this paragraph also will apply to any liability of directors, officers, employees, agents and suppliers. The limitations of aggregate liability will not apply to contractual indemnification obligations provided in the agreement.

13. New Material

Only new equipment, excluding repair or replacement parts, will be provided to the ordering activity. Repair or replacement parts may be new, remanufactured, or refurbished, and are warranted as new.

14. Responsibilities of the Contractor

Avaya 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.

Terms and Conditions Applicable to Maintenance, Repair Service and Repair Parts for Government-Owned General Purpose Commercial Information Technology Equipment

(After expiration of warranty provisions and/or when required service is not covered by Warranty provisions)

(Special Item Number 132-12)

1. Service Areas

The service areas covered by this contract are the 48 contiguous states and the District of Columbia. Service in Alaska, Hawaii, Puerto Rico, the U.S. Territories and overseas U.S. Government Installations are for selected products only.

2. Maintenance Order

a. Ordering activities may use written orders, EDI orders, credit card orders, or BPAs for ordering maintenance in accordance with the terms of this contract. Avaya 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 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by Avaya as prescribed by this paragraph, the order shall be considered to be confirmed by Avaya.

b. Avaya shall honor orders for maintenance for periods of four years or less, depending on the platform consistent with its standard commercial maintenance coverage. Maintenance service shall commence on a mutually agreed to date, which will be written into the maintenance order. 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 Avaya; 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 fiscal 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 a 12- month contract period which may cross fiscal years, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period (despite the intervening fiscal year ending).

f. Ordering activities should notify Avaya 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 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 under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When a repair is ordered, Avaya will dispatch the appropriate number of technicians to perform the repair service, after the ordering activity agrees and issues an order for the billable repairs.

4. Loss or Damage

When the contractor removes equipment to his establishment for repairs, the contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity's installation, until the equipment is returned to such installation.

5. Scope

a. Based on the type of coverage selected by the ordering activity (see Item 9. Types of Coverage), Avaya shall provide maintenance for all Supported Products listed herein as requested by the ordering activity during the contract term. "Supported Products" are hardware identified in the order. Repair service and repair parts shall apply exclusively to the equipment types/models within the scope of this Schedule.

   Maintenance service will be for an initial term of one (1) year in accordance with the option selected by the ordering activity.

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 may be subject to inspection by the contractor at the applicable Per Incident Maintenance rate listed in the price list.

   (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 is under Avaya's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

   (3) If the equipment is not under Avaya's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

c. Maintenance work requested to be performed at a time or in a manner beyond the coverage selected by the ordering activity, or maintenance work required as result of an action or condition listed in Paragraph 11, may be provided subject to additional charges outside the scope of this contract.

d. If the ordering activity subsequently purchases products from Avaya that are similar to the products covered by an existing maintenance order, and co-locates said products, or requests certification or connection of equipment, upon expiration of any applicable warranty, the co-located products will also be covered by the maintenance order. This will be exercised through the issuance of a new order and will be subject to the then current monthly maintenance charges for said equipment. The period of maintenance for such equipment shall be coterminous with the period of maintenance for the existing equipment. All similar equipment purchased initially or subsequently must be covered by the same maintenance agreement terms and conditions.

e. Replacement hardware provided as part of maintenance services may be new, factory reconditioned, refurbished, remanufactured or functionally equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property.

f. Certification allows for the inspection of Avaya hardware products and Avaya-supported products in order to ensure that they meet all Avaya environmental and technical specifications prior to issuing a maintenance order or adding equipment to a maintenance order. The applicable Per Incident Maintenance rate may apply.

Certification is required when one of the following criteria is met:

(1) Avaya did not install equipment not classified as customer installable.

(2) Avaya previously installed the equipment and the warranty or the maintenance had elapsed for more than ninety (90) days.

6. Responsibilities of the Ordering Activity

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is covered by a service agreement, unless agreed to by Avaya.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired. In the event that the ordering activity does not permit access to the equipment, Avaya shall not be responsible for maintenance or repair of the equipment and will not be liable for such failure. Additional charges may be applicable.

c. Ordering activity will notify Avaya in advance before relocating or removing products covered by an Avaya warranty or maintenance order. Additional charges may apply, if applicable, to cover services provided as a result of relocated or removed products.

d. The ordering activity must install or arrange for the installation of a remote access methodology for systems/devices that support remote access no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of support in all other situations. Remote access is made possible with a traditional phone line for modem-equipped products or through an Avaya-approved VPN access solution. The line number or IP address must be provided to Avaya as soon as it is available. This modem line or VPN must remain available to provide remote access on a 24x7 basis or there may be degradation to the service and support you receive from Avaya. Avaya's support obligations are contingent on the provision of remote access. If remote access is not granted by the ordering activity, Avaya may not be able to provide services and will not be liable for such failure. Additional charges may be applicable.

7. Responsibilities of the Contractor

Within service areas, the response time for the repair service request shall be in accordance with the standard commercial response time, depending on service areas and service agreement coverage.

For equipment not covered by a maintenance agreement or warranty, Avaya's repair service personnel shall respond after notification by the ordering activity that service is required, provided Avaya accepts the order.

8. Liability for Injury or Damage

Avaya 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 Avaya unless such injury or damage is due to the fault or negligence of Avaya.

9. Types of Coverage

The following are descriptions of maintenance service offerings for Avaya and selected non-Avaya products.

a. FULL MAINTENANCE COVERAGE (Hardware and Software Coverage)

Full Maintenance Coverage offers the ordering activity the most comprehensive coverage to protect their communications system investment and maximize system uptime. Full Maintenance is available as either 8x5 or 24x7 as described below.

(1) **The Full Maintenance 8x5 Coverage** option is available during Standard Business Hours, 8 a.m. to 5 p.m., in the time zone of the covered products, Monday through Friday, excluding Avaya and Government holidays.

Coverage includes remote telephone support, remote diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes, on-site parts replacement (if the covered product includes hardware), and any on-site support Avaya deems necessary to resolve a fault. Requests for support outside the Standard Business Hours may be accommodated at Avaya's option and the applicable Per Incident Maintenance rate. The response objective for failures which materially affect the operation of the system (Major Failures) is within two (2) business hours from receipt of the trouble report on the DEFINITY and Communication Manager switch located within a certain major metropolitan area and four (4) business hours from receipt of the trouble report for all other major failures. The response objective for failures that are not included in the definition of a Major Failure (Minor Failures) is the next business day provided that this work will be performed between 8 a.m. to 5 p.m. Monday through Friday, excluding Avaya and Government holidays.

(2) **The Full Maintenance 24x7 Coverage** option offers the benefits of Full Maintenance 8x5. In addition the four (4) hour response objective for major failures is extended to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Note: The Avaya standard service description document that describes the deliverables for Full Maintenance Coverage in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

b. PARTS PLUS REMOTE SUPPORT (Hardware and Software Coverage)

Parts Plus Remote Support is available as either 8x5 in the time zone of the covered products or 24x7.

8x5 coverage includes:

(1) Remote telephone support, diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes. Helpline support is limited to 8:00 a.m. to 5:00 p.m. in the time zone of the covered products. Helpline requests provided after 5:00 p.m. are subject to availability, and will be billed at the applicable Per Incident Maintenance rate.

(2) Around-the-clock access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on http://avaya.com/support (or other website designated by Avaya).

(3) Advance replacement by mail of any covered part Avaya determines to be inoperative. This support is available only during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products.

The 24x7 coverage option extends the benefits of the Parts Plus Remote Support 8x5 coverage to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year *for Major Failures*.

Parts Plus Remote coverage does not include any on-site support, and/or on-site parts replacement and it is the ordering activity's responsibility to secure any critical on-site spare parts, as well as on-site technical expertise. If Avaya determines on-site intervention is needed, Avaya will refer the trouble resolution to the ordering activity's designated and trained on-site maintenance representative. Any additional troubleshooting time required of Avaya will be at the applicable Per Incident Maintenance rate.

Note: The Avaya standard service description document that describes the deliverables for Parts Plus Remote Support in more detail is available upon request. The service description document

current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

c. REMOTE ONLY COVERAGE (Hardware and Software Coverage)

Remote Only Coverage is available as either 8x5 or 24x7.

The 8x5 coverage option includes:

(1) Remote telephone support, diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes. Helpline support is limited to 8:00 a.m. to 5:00 p.m. in the time zone of the covered products. Helpline requests provided after 5:00 p.m. are subject to availability, and will be billed at the applicable Per Incident Maintenance rate.

(2) Around-the-clock access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on http://avaya.com/support (or other website designated by Avaya).

The 24x7 coverage option extends the benefit of the Remote Only Support 8x5 coverage to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year *for Major Failures*.

Note: The Avaya standard service description document that describes the deliverables for Remote Only Coverage in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

d. HARDWARE SUPPORT/MAINTENANCE (Hardware Only Coverage)

In order to be eligible to purchase Avaya Hardware Support/Maintenance, the ordering activity must have an active Avaya Software Support order. Refer to SIN 132-33/34 for information pertaining to the purchase of Software Support.

Hardware Support/Maintenance will commence on the In-Service Date of the Supported Product. “In-Service Date” means the date on which Avaya notifies ordering activity that the Avaya-installed products are installed in good working order in accordance with applicable documentation. The coverage described herein is applicable to supported products and only if the ordering activity has Software Support or Software Support Plus Upgrades coverage.

Hardware Support/Maintenance includes remote telephone support, remote diagnostics, troubleshooting, problem resolution and hardware firmware updates/fixes – none of which are included under warranty. Warranty generally guarantees that the hardware will work in accordance with specifications. In the event that the product does not operate in accordance with specifications, Avaya will generally repair, replace or refund the affected product.

Hardware Support/Maintenance is available in three (3) levels of support as described below.

(1) Remote Hardware Support, 24x7. Remote Hardware Support, 24x7, includes troubleshooting, access to helpline support and access to product correction notices (PCNs) and updates.

(2) Remote Hardware Support with Advanced Parts Replacement, 24x7. In addition to the benefits included in Remote Hardware Support, Remote Hardware Support with Advanced Parts Replacement, 24x7, provides for advance replacement by mail of any covered part Avaya determines to be inoperable. This includes advance parts for PCNs and updates, but does not include system hardware upgrades that may be required. The ordering activity must follow the procedure outlined below to receive advance parts.

(i) Contact the local Avaya Support Center for replacement of faulty component/device during Standard Business Hours. If Avaya determines the component/device to be inoperative, a replacement will be shipped to arrive with U.S. next business day.

(ii) Receive and replace the field-replaceable component/device.

(iii) Ship the faulty component/device to be received by Avaya within thirty (30) business days of receipt of replacement component/device, using industry-standard material handling processes (including the use of electrostatic Discharge or ESD preventive measures and protective packaging provided by Avaya for products being returned prepaid to Avaya) and the return procedures provided. (The ordering activity can also ship the faulty device through a logistics service provider if applicable and which may vary by geographic locations.) The ordering activity may be charged for the replacement device if Avaya does not receive the faulty part within this time frame.

(iv) Certain minor materials, such as internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses and firmware may not be independently replaceable. In these circumstances, Avaya may require and will send the larger component to be replaced rather than the minor material.

(3) On-site Hardware Maintenance, 8x5 or 24x7. There are two options for on-site hardware maintenance: 8x5 or 24x7. Both options provide for the benefits described in Remote Hardware Support with Advance Parts Replacement, 24x7. Under both on-site options, if a fault cannot be resolved remotely, and Avaya determines on-site intervention is required, Avaya will dispatch Avaya's field technical resources or designated resource, including engineering support consistent with the applicable Avaya response objective. The response objective for failures which materially affect the operation of the system (Major Failures) is within two (2) business hours from receipt of the trouble report on the DEFINITY and Communication Manager switch located within a certain major metropolitan area. This response is available during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding Avaya and Government holidays. The response time for Major Failures for ordering activity sites located outside the major metropolitan area, for non-Avaya labeled and all other products is four (4) business hours from receipt of the trouble report. The response objective for failures that are not included in the definition of a Major Failure (Minor Failures) is the next business day provided that this work will be performed between 8 a.m. to 5 p.m. Monday through Friday, excluding Avaya and Government holidays.

Note: The Avaya standard service description document that describes the deliverables for Hardware Support/Maintenance in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

10. Other Service Offerings

Listed below are several of the available service offerings. A complete list of all available service offerings is included in the price list.

a. Dedicated Technician

Dedicated Technician service is available to ordering activities that have Full Maintenance Coverage. This service offer provides a certified expert who is trained and managed by Avaya, but reports directly to the ordering activity and works at the ordering activity's location, to maintain the vital communications solution – whether it is voice, converged voice and data or data only. Dedicated Technician service offer(s) and its associated charge(s) are specified in the price list.

b. Enhanced Remote Services (ERS)

The ERS service allows ordering activities to select enhancements to their Full Maintenance Coverage order. The ordering activity may select one or a combination of enhancements based on

its own preferences and needs. Enhancements include Single Point of Contact, Agency, Agency with Off Board Alarming, Off Board Alarming Only and Voice Network Engineering. ERS service offer(s) and its associated charge(s) is specified in the price list.

c. Maintenance Per Incident (MPI) Support

Avaya provides ordering activities with Maintenance Per Incident Support on a per-call basis if the ordering activity has a maintenance agreement or when ordering activities require assistance outside the coverage terms of their service order or warranty. Maintenance Per Incident Support services are available for help line, administration, diagnostics, and on-site service support. Support is extended to all products supported by Avaya. Maintenance Per Incident Support offers and associated charges are specified in the price list.

d. Moves, Adds and Changes (MACs)

Avaya offers remote and on-site move, add, change and delete services for software, hardware or a network component. On-site services may be purchased at an hourly rate, a daily rate or block of hours. MAC service offer(s) and its associated charge(s) are specified in the price list.

e. Maintenance ASSIST

Maintenance ASSIST responds to the needs of ordering activities that purchase Avaya systems and applications but choose not to purchase Full Maintenance Coverage. Coverage includes access to the Avaya Support Website, Maintenance Software Permissions (MSPs) and Per Incident Maintenance Support at the applicable Per Incident Maintenance rate. This offer does not include support for adjuncts or terminals. Maintenance ASSIST ordering activities may request remote and/or on-site support. All on-site requests for Maintenance ASSIST activities receive the non-service agreement response objectives. Maintenance ASSIST service offer(s) and its associated charge(s) is specified in the price list.

11. Work Not Covered

a. Maintenance required to repair damages, malfunctions, or service failures caused by the following are not covered:

(1) Actions of non-Avaya personnel

(2) Failure to follow Avaya installation, operation or maintenance instructions, including your failure to permit Avaya remote access to your equipment

(3) Attachment of non-Avaya equipment to the products

(4) Failure of products not maintained by Avaya

(5) Abuse, misuse, or negligent acts by the ordering activity

(6) Fire, explosion, pest damage, power failures, power surges, lightning, strike or labor dispute, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of products, or other causes beyond Avaya's control whether or not similar to the foregoing.

Avaya may agree to perform maintenance services in such instances on a Per Incident basis.

b. AVAYA DOES NOT WARRANT THAT THE PRODUCTS WILL PREVENT, AND AVAYA WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS.

12. Rate Provisions

a. MAINTENANCE SERVICE AGREEMENT PRICING

(1) Utility-based Maintenance Pricing

(i) Utility-based maintenance pricing ("Utility") applies to certain system types. Utility-based maintenance pricing includes both hardware and software except as noted below. Utility is calculated at a system level, using the “per-x” (i.e., per port, per agent, per mailbox) utility rate multiplied by the actual utility count obtained from the system. See the Utility-based Maintenance Price Table, at the end of this section 132-12, for the utility rates for each system type. All other products, excluding “Adders”, covered under a Utility quote or order, whichever is applicable, (i.e., data products, CRM software, small/medium telephony systems, peripheral products, UPS, paging systems, video) are priced at a component-based level. Component-based prices are listed in the Schedule Price List.

"Adders" are defined as optional hardware/software components that are part of the Avaya system. Adders carry an additional price to the base utility price for that product. See the Utility-based Maintenance Price Table at the end of this section 132-12 for adder utility rates.

On certain Avaya products at or above a specific product release, software support is separately priced from hardware maintenance. On these releases, a “per-x” hardware utility rate requires the additional purchase of software support. The utility rate for hardware maintenance is included in the Utility-based Maintenance Price Table. Refer to SIN 132-33/34 for information pertaining to the purchase of software support.

Utility-based maintenance pricing applies to the Avaya system. Consequently, if/when products are added to the system, these products will not carry their own independent warranty. Rather, they will carry the same warranty that was purchased for the Avaya system. As a result, the maintenance services ordered under the utility-based maintenance pricing and the associated billing may commence, in some cases, during the Avaya product warranty period.

(ii) Obtaining the utility counts:

Either at the time of quote and/or at the time of annual true up, the utility counts are based on the applicable system measurement.

Remote connectivity is the preferred method for obtaining utility counts. In cases where access is prohibited, the ordering activity agrees to generate specific reports for these products. Three options are available for obtaining utility counts.

- *Expert System Access (remote)* - Systems where remote access connectivity exists (i.e., dedicated INADS line), Avaya Expert Systems requires no additional steps.
- *On Demand Polling* - This method utilizes remote access connectivity to gain the required measurements through a pre-arranged temporary connection.
- *Manual Gathering* – This method involves manual gathering of specific system reports. The manual gathering is usually performed by the ordering activity and submitted to Avaya to compile the necessary measurements.

If Avaya is unable to obtain the utility counts by one of these three (3) methods, Avaya will not be liable for any inaccuracies in utility counts. Additional charges may be applicable if the ordering activity subsequently requests Avaya to inventory and correct utility counts.

(2) Component-based Maintenance Pricing

Component-based maintenance pricing is applicable to all Avaya products not covered by utility-based maintenance pricing. The component-based maintenance is priced on a per-component basis. Available component-based prices are listed in the price list.

(3) The component-based maintenance prices published in the price list or in the Utility-based maintenance price table located at the end of this section (SIN 132-12) are the base maintenance prices. Uplift/discount factors may apply to the base maintenance price depending on the level of service required (i.e., Full coverage 8X5, 24X7, Remote Only Support 24x7). The uplift/discount factors are Avaya's then-current factors at time of quote/order. Contact your Avaya account representative for a configured maintenance price quotation (or contact the Avaya Customer Care Center at 800-492-6769).

(4) Should the ordering activity require maintenance outside their coverage hours or beyond the terms of their service, then additional charges will apply.

(5) If applicable, charges for travel and living will be invoiced in accordance with the Federal Travel Regulations.

b. REPAIR SERVICE AND REPAIR PARTS

(1) Per Incident charges as specified in the price list are dependent upon the type of equipment.

(2) If applicable, charges for travel and living will be invoiced in accordance with the Federal Travel Regulations.

(3) Multiple Machines. When repairs are ordered by an 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 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.

(4) Repair or replacement parts used in connection with remedial maintenance and repair to existing equipment or systems at Per Incident rates may be new, remanufactured, or refurbished, which are warranted as new. Dependent upon the warranty and or maintenance coverage, there may or may not be a charge for replacements parts. All parts will be warranted for a period to co-terminate with the warranty period of items serviced, and in accordance with the applicable warranty term in 132-8, or the maintenance option selected in 132-12.

13. Support Advantage (Hardware and Software Coverage)

a. ESSENTIAL SUPPORT COVERAGE

Essential Support coverage provides reactive 24x7 remote software and hardware support, access to service packs and access to web services for all eligible Supported Products and is the **minimum coverage required** to receive Avaya support.

(1) Remote Software and Hardware Support

The ordering activity has 24x7 around-the-clock access to an Avaya Service Center via the website (http://support.avaya.com) or telephone to request software and (where applicable) hardware support or to raise questions about product configuration or general usability.

For all Supported Products under Essential Support, Avaya will use commercially reasonable efforts to commence support on the ordering activity's request for remote support according to the following table:

Severity 1*	Severity 2*	Severity 3 & 4*
Within one (1) hour	Within two (2) hours	Within Standard Business Hours

**** Severity levels are defined as follows:***

Severity 1 Service Request: The Supported Product is totally out of service with no acceptable work around resulting in a loss of service affecting all users at a single site.

Severity 2 Service Request: The Supported Product is operating with severely reduced functionality causing significant impact to the ordering activity's business operations, or the loss of service impacting more than twenty-five percent (25%) of all users at a single site. Product alarms identified as major alarms by Avaya EXPERT Systems[SM].

Severity 3 Service Request: The Supported Product is operating with reduced functionality causing little or no impact to the ordering activity's business operations, or the loss of service to less than twenty-five percent (25%) of all users at a single site. Product alarms identified as minor alarms by Avaya EXPERT Systems[SM].

Severity 4 Service Request: The Supported Product is operating with full functionality and a service request for information on features, configuration or use of Supported Product needs to be tracked to completion.

Upon receipt of a service request, Avaya will perform:

- Troubleshooting and diagnostics via telephone or on-demand remote connection
- Isolation and resolution of all reproducible problems
- Identification and resolution of any inconsistencies or errors in Avaya product documentation.

(2) Web Services, Minor Software and Firmware Updates and Service Packs

The ordering activity has access to web-based services and Product Correction Updates ("Update") issued by Avaya available at http://support.avaya.com. Detailed instructions for access and use of each web service are posted on the support website.

(3) Support Limitations for Essential Support

- For Supported Products that are not configured in accordance with Avaya's documentation, including published guidelines for technical compatibility and connectivity to non-Avaya products, Avaya has the right to restrict its diagnostic and/or corrective procedures to those problems that originate entirely within such Supported Products and do not arise out of or in connection with non-documented configurations and/or the Supported Products' interoperation with any other non-Avaya products.
- Support is limited to unaltered versions of the Supported Products and to problems that are reproducible in that version of the Supported Product when operating in a standard operating environment ("Standard Operating Environment").
- In the event that no trouble is found after putting the altered Supported Product into a Standard Operating Environment, the ordering activity may be charged time and material charges using Avaya's then-current Maintenance Per Incident rates for Avaya's efforts to troubleshoot the problem.
- Corrections to certain problems may only be available through a more current release of software or through a documentation update.
- Trouble isolation and fault management associated with the installation of Updates will be limited to correcting faults for a Standard Operating Environment.
- Support does not cover customized system features or reports created by the Customer or third parties. Any bug fixing or system re-configuration(s) that Avaya must perform to clear a trouble resulting from the Customer's configuration changes are not included in the scope of this Service Description. If Avaya determines that a problem is due to the Customer's or a third party's application, then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.

b. PREFERRED SUPPORT COVERAGE

Preferred Support includes the entitlements of Essential Support plus EXPERT Systems[SM] monitoring, off-board alarming and centralized management for remote access policies as part of the services described in this section. Preferred Support coverage provides proactive remote support for all eligible Supported Products.

(1) Proactive Remote Software and Hardware Support

- For all Supported Products under Preferred Support, Avaya will use commercially reasonable efforts to commence support on an ordering Activity request for remote support submitted to an Avaya Service Center via telephone or website according to the following table.

	Severity 1*	**Severity 2***	**Severity 3 & 4***
Requests submitted via website	Within fifteen (15) minutes	Within fifteen (15) minutes	Within Standard Business Hours
Requests submitted via telephone	Within one (1) hour	Within two (2) hours	Within Standard Business Hours

See definition for Severity levels in Essential Support Coverage

- Avaya will provide 24x7 around-the-clock monitoring by Avaya EXPERT Systems[SM] Diagnostic Tools where applicable, to detect system-generated alarms.
  - EXPERT Systems[SM] will diagnose and attempt to resolve system-generated alarms.
  - Unresolved alarms will automatically be routed to an Avaya Engineer for troubleshooting and diagnostics.
- In the event of unresolved major alarms (assigned as a Severity 2 Service Request) detected and referred by EXPERT Systems, Avaya will use commercially reasonable efforts to commence support within two (2) hours.
- Unresolved minor alarms (assigned as a Severity 3 Service Request) detected and referred by EXPERT Systems will be worked during Standard Business Hours.
- The Customer may register to receive Avaya case status alerts for resolved and unresolved alarms.
- The Customer may use the Manage Alarms tool to block the creation of product alarm cases for a Sold To location and (optionally) for a specific product.

(2) Exclusions from Essential and Preferred Support

The following exclusions apply to Essential and Preferred Support coverage:

- Onsite support. If the ordering activity's requirements necessitate an on-site technician, Avaya will dispatch a field technician to the ordering activity's site (where geographically available) subject to the ordering activity's express approval of time and material charges using Avaya's then current Maintenance Per Incident rates, where available and appropriate.
- Parts or advanced parts replacement.
- Any customized system features, configuration changes or reports.
- The capture of off-board alarms for trunk interfaces (Essential Support only).

- Interfacing directly with the ordering activity's network carrier or service provider (Preferred Support only).
- Support for the Secure Access Policy Server software beyond general usability questions.
- Implementation, installation, and customization services that may be required and that may be provided by Avaya at an additional cost.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Supported Products.
- Customization of, or labor to install, a software application on the hardware.
- Media or hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the ordering activity or the ordering activity-authorized party modified the product in any manner, shall not be covered.
- Services and all troubleshooting support not directly attributable to a fault in Supported Products (including faults in the ordering activity's own network or the public network).
- Services that cannot be provided due to the ordering activity's failure to fulfill the ordering activity responsibilities detailed in the Service Description.

Note: The Avaya Service Description document that describes the deliverables and requirements for the Essential and Preferred Support options and Upgrade Advantage in more detail is available upon request. The Service Description document current at time of order placement applies. In the event of a conflict between the Service Description and Schedule terms and conditions, the Schedule terms and conditions apply.

c. UPGRADE ADVANTAGE COVERAGE

Upgrade Advantage provides ordering activities with a subscription for major software upgrades which results in substantial savings and investment protection. Upgrade Advantage is available when Support Advantage Essential or Preferred Support coverage is in effect. This option is priced and billed separately.

- Upgrade Advantage provides an option for the ordering activity to purchase a software Upgrade subscription for Avaya-provided software, where available. This option is available for purchase only when the software to be covered is running at Avaya's then most current release. Under the Upgrade Advantage option, the ordering activity may register at http://support.avaya.com to receive notices when new Major Releases of Avaya-provided software become commercially available.
- During the term of the Upgrade Advantage subscription, the ordering activity:
  - Must maintain active Essential or Preferred Support coverage,
  - Will have access to the features and functions of each new Major Release at no additional charge beyond the subscription fee,
  - Will receive instructions on how to download each new Major Release, where applicable.
- All associated Upgrades must be scheduled and implemented during the coverage term of the Upgrade Advantage subscription.
- Avaya will not require the ordering activity to upgrade their software unless Avaya has advised the ordering activity that corrections to certain problems may only be available through a more current release of software.

- Billing for the Upgrade Advantage option will occur even if the ordering activity fails to exercise Upgrade rights before the end of the Upgrade Advantage coverage term.

(1) Exclusions from Upgrade Advantage
The Upgrade Advantage option only applies when upgrading a covered software product from one Major Release to a subsequent Major Release. It does not include:

- Design support, installation, professional services or other service charges.
- Any provisioning of the software.
- Any and all equipment costs.
- Upgrading of components located in an ordering Activity "crash kit" or maintenance spared equipment.
- Hardware changes required to comply with minimum vintage requirements.
- Project Management costs.
- Upgrades to any and all adjunct software applications.
- New feature functionality or capacity requirements associated with additional software licensing.
- Migration of software application to a new or different hardware platform.

d. PARTS COVERAGE

Ordering activities must purchase Essential Support or Preferred Support before purchasing the Parts option. Where geographically available the ordering activity may elect from the following levels of Parts coverage:

- **Parts, Next Business Day**
- **Parts, 8x5x4**
- **Parts, 24x7x4**

Avaya will use commercially reasonable efforts to arrange shipment of an advance replacement part according to the following chart.

Parts Coverage	Next Business Day	8x5x4*	24x7x4*
Critical Component	If the request is received before 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive the following business day.	If the request is received before 1:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive within four (4) Standard Business Hours.	If the request is received any time of day, the replacement part is shipped to arrive within four (4) hours.
	If the request is received after 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive in two (2) business days.	If the request is received after 1:00 p.m. local site time during Standard Business Hours but before 5:00 p.m., the replacement part is shipped to arrive no earlier than the following business day.	If the request is received before 5:00 p.m. local site time during Standard Business Hours but delivery within four (4) hours is not requested, the replacement part is shipped to arrive no earlier than the following business day.
Non-Critical Component	If the request is received before 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive the following business day.		
	If the request is received after 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive in two (2) business days or later if a different delivery date is requested.		

*** Critical Components are shipped to arrive within four (4) hours when submitted as a Severity 1 or Severity 2 Service Request**.

(1) Exclusions from Parts Coverage
The following exclusions apply to Parts coverage:

- Advance replacement of terminals unless the ordering activity has purchased the Terminal Replacement coverage option that is priced and billed separately.
- Media or Hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the ordering activity or the ordering activity's authorized party modified the product in any manner, shall not be covered.
- Furnishing of accessories or the replacement of consumable parts, such as, but not limited to:

  headsets, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels, removable media or other accessories is not covered.
  - Uninterruptible power supply and direct current batteries are not covered outside of the U.S.
  - Wireless batteries are not considered major components of the various Wireless solutions supported by Avaya. Batteries are considered a consumable product and replacements must be purchased.
- Onsite support.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products.
- Services that cannot be provided due to the ordering activity's failure to fulfill the ordering activity responsibilities detailed in the ordering activity responsibilities section of the Service Description.

(2) Support Limitations for Parts Coverage

- For eligibility under the **Parts, 8x5x4** and **Parts, 7x24x4** coverage options, the Supported Products must be installed and located within 100 driving miles from an Avaya parts stocking location (list located at http://support.avaya.com/support_advantage).
- Advanced replacement for parts, end users or sites that require an individual export license are contingent upon obtaining the applicable license and permits.
- International shipments require customs clearance procedures that may delay scheduled delivery of the advance replacement part.
- Shipment of the advance replacement part will be scheduled using generally available, standard shipping services and does not include premium shipping or transportation services to guarantee arrival date or time for a single shipment.
- Replacement of Avaya-licensed software:
  - Defective software media will be replaced at no charge. Avaya will replace only the number of copies originally provided to the ordering activity.
  - The ordering activity will maintain control of the original software media including creation of backup copies.
  - Avaya will provide instructions available at http://support.avaya.com where the ordering activity's designated representative can download software and make

backup copies of the originally licensed software if it is a currently supported release and if replacement at no charge is allowed by the software license.

- If the lost release is not currently supported and the ordering activity has not purchased the Upgrade Advantage option, the ordering activity must pay for an upgrade to the currently supported release.
- Replacement of media may be subject to additional charges.

e. TERMINAL REPLACEMENT

Terminal Replacement is available when Parts or Onsite Support coverage is in effect. This option is priced and billed separately. Terminal replacement provides an option for the ordering activity to purchase an add-on service for the advance replacement of Avaya terminals.

This service provides advance replacement of any covered terminal ordering activity or Avaya determines to be inoperative. Advance replacement of the Avaya terminals will be provided per the terms and procedures described in the Parts Coverage section of the Service Description.

f. ONSITE SUPPORT COVERAGE

Onsite Support coverage provides onsite technical support. Ordering activities must purchase Essential Support or Preferred Support before purchasing Onsite Support. Where geographically available the ordering activity may elect from the following levels of coverage:

- **Onsite Support 8x5 –** Onsite technician support is provided during Standard Business Hours.
- **Onsite Support 24x7 –** Onsite technician support is provided twenty-four (24) hours per day, seven (7) days per week for Severity 1 and Severity 2 failures and during Standard Business Hours for all other onsite support.

(1) Onsite Support coverage includes the following services:

- If Avaya determines a fault cannot be resolved remotely and onsite intervention is required, Avaya will dispatch Avaya's field technical resources or designated resource to return the Supported Product to operational condition, including replacement parts as necessary.
- Installation of technician-installable Updates (a Product Correction Notice (PCN), minor software or firmware update or service pack), according to the following chart.

	Type of Coverage	
	Onsite Support 8x5	Onsite Support 24x7
Class 1 and 2 Updates	During Standard Business Hours*	24 hours per day, 7 days per week
Class 3 Updates	During Standard Business Hours*	During Standard Business Hours*

***Updates will be installed after Standard Business Hours upon ordering activity request and subject to the ordering activity's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.**

- Other Onsite Support that is mutually agreed and scheduled.

  Once Avaya determines a fault cannot be resolved remotely and onsite intervention is required, Avaya will use commercially reasonable efforts to dispatch and coordinate the scheduled arrival time for the Avaya field technical resource or designated resource:

  - Within four (4) hours for a Severity 1 or 2 request

  - If the ordering activity has purchased 24x7 Onsite Support, the scheduled arrival time will be based on site access and availability of the ordering activity's authorized representative.
  - If the ordering activity has purchased 8x5 Onsite Support, Avaya will provide out of hours support for a Severity 1 or 2 request upon ordering activity request and subject to the ordering activity's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.
- Within two (2) Standard Business Hours for a Severity 1 or 2 request if the site is located within a certain major metropolitan area and only for eligible Supported Products (i.e., Communication Manager).
- By close of the next business day during Standard Business Hours for a Severity 3 request.
- As mutually agreed during Standard Business Hours for any other onsite support.

(2) Exclusions from Onsite Support Coverage
The following exclusions apply to Onsite Support:

- Remaining onsite outside of Coverage Hours or after resolution of a problem in the Supported Products.
- Providing standby service, such as the ordering activity requesting field technicians to be present on the ordering activity's premises during electrical power shutdowns, disaster recovery tests, or special events.
- Trouble isolation and fault management associated with the installation of Updates other than to correcting faults for a Standard Operating Environment.
- Advance replacement of terminals unless the ordering activity has purchased the Terminal Replacement coverage option that is priced and billed separately.
- Replacement of parts that are consumables, accessories or minor materials.
- Customized system features or reports created by the ordering activity or third parties. If Avaya determines that a problem is due to the ordering activity's or a third party's custom application, then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products or terminal replacement.
- Customization of, or labor to install, a software application on the Supported Product.
- Services and all support not directly attributable to a fault in Supported Products (including faults in the ordering activity's own network or the public network).
- Services that cannot be provided due to the ordering activity's failure to fulfill the ordering activity responsibilities detailed in the ordering activity Responsibilities section of this Service Description.

Note: The Avaya Service Description document that describes the requirements and deliverables for the Onsite Support option in more detail is available upon request. The Service Description document current at time of order placement applies. In the event of a conflict between the Service Description and Schedule terms and conditions, the Schedule terms and conditions apply.

g. ADVANCED SERVICES COVERAGE OPTIONS

The Advanced Services coverage options included in this section are for Avaya software and hardware products ("Supported Products"). The ordering activity may purchase the Advanced Services coverage options only if the Supported Products are receiving Avaya Support Advantage coverage as indicated below.

(1) Advanced Services available with either Avaya Support Advantage Essential or Preferred Support:

- **Client Service Manager**
- **Product Correction Support**
- **Software Release Maintenance**

(2) Advanced Services available with Avaya Support Advantage Preferred Support:

- **Agency**
- **Enhanced Monitoring**
- **Remote Backup Administration**
- **Single Point of Contact**

Avaya reserves the right to add or delete eligible Supported Products as its sole discretion. Each coverage option is priced and billed separately. The Avaya Service Description document provides details of the Advanced Services coverage options and is available upon request.

h. GENERAL

(1) Billing and Contract Start Date

Support will commence and be chargeable as follows:

- If Avaya sells and installs the Supported Products, support will commence on the date Avaya notifies the ordering activity that the Supported Products are installed according to specifications.
- If Avaya sells the Supported Products directly, but does not install the Supported Products, support will commence on the earlier of the date when software (i) features are enabled, (ii) is downloaded to the target processor or (iii) physically delivered to the ordering activity premises.

(2) Re-initiation of Lapsed Coverage

A re-initiation fee will apply to reinstate support when coverage has lapsed. The new support coverage is based on the total number of licenses, servers or gateways (as applicable based on the relevant billing metric) to be covered. The re-initiation fee is a one-time fee equal to 25% of the first year of the new support coverage. The applicable re-initiation fee will be invoiced and payable with the first billing of the new coverage.

Note: (i) The re-initiation fee is subject to change at any time.

(ii) Re-initiation fees are not discountable.

(iii) Time and Materials (T&M) support is not available if a support contract has lapsed.

(iv) New support coverage sold to ordering activities for products that have not had Avaya support coverage for more than 12 months are not subject to re-initiation fees.

(3) Certification

Supported Products that are newly purchased, used or have not been continuously covered by Avaya support are all eligible for coverage; however, certification of the

Supported Products may be required. Certification ensures that Supported Products are properly installed and in good working order.

Certification of Supported Products may be required when:

(i) Supported Products classified by Avaya as "not ordering activity-installable" were installed by a party other than Avaya, an authorized Partner or a manufacturer or manufacturer-authorized service provider (for non-Avaya products).

(ii) Avaya support coverage on Supported Products has lapsed for more than ninety (90) days or was never initiated.

Certification is not included in this Service Description and will be charged at Avaya's then current Maintenance Per Incident rates if Supported Products are not added under Support Advantage coverage within 45 days of certification completion. Avaya does not guarantee Supported Products subject to certification will be certified. If Supported Products are found to be ineligible for certification, the ordering activity is responsible for corrections required to make Supported Products eligible. A list of Support Advantage Supported Products is located at http://support.avaya.com/support_advantage.

(4) Coverage Required for Software on a Single Application or Application Bundle

All licenses for a single application on a single server must have the same level of coverage (i.e., Essential Support or Preferred Support). If the ordering activity is found to have varying levels of coverage on the licenses for a single application or for a single server, licenses covered at a lower level of coverage will be brought up to the higher level of coverage and a new order shall be issued for the incremental charge, calculated to be co-terminous with existing coverage.

(5) Coverage Required for Hardware Components Within the Same System

All Avaya servers and gateways that are part of the same system at the same site must have the same level of coverage (i.e., Parts or Onsite Support). If the ordering activity is found to have varying levels of coverage on servers and gateways that are part of the same system at the same site, the servers or gateways covered at a lower level of coverage will be brought up to the higher level of coverage and a new order shall be issued for the incremental charge, calculated to be co-terminous with existing coverage.

(6) Coverage Required for Avaya Integrated Solutions

All Avaya solutions that are integrated with other Avaya solutions (e.g., Communication Manager integrated with Avaya Call Center) can be covered by different levels of Support Advantage coverage but must have the same delivery option (either all Avaya Delivery or all Co-Delivery). All integrated solutions must be covered by at least Essential Support. If the ordering activity is found to have fragmented coverage whereby one application is not covered by at least Essential support, the ordering activity will be notified of the coverage requirements. In the event that coverage is not initiated on the uncovered solution(s) within ninety (90) days of such notification, support on the covered solution will be cancelled and the ordering activity credited for any remaining term. A list of integrated solutions is located at http://support.avaya.com/support_advantage.

(7) Coverage Required for Avaya Independent Products or Applications at Same Site (Essential or Preferred Support)

All Avaya Supported Products at a single location that are not integrated with each other can be covered by different levels of Support Advantage coverage.

(8) Coverage for Avaya Independent Products or Applications at Same Site (Parts or Onsite Support)

All Communication Manager, Modular Messaging and Call Management System Supported Products at a single location can be covered by different levels of Support Advantage hardware coverage. All other Supported Products must be covered by the same level of Support Advantage hardware coverage.

Note: The Avaya Service Description document(s) that describes the requirements and deliverables for the Support Advantage option(s) in more detail is available upon request. The Service Description document current at time of order placement applies. In the event of a conflict between the Service Description and Schedule terms and conditions, the Schedule terms and conditions apply.

14. Invoices and Payment

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by Avaya 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

Invoices for repair service and parts shall be submitted by Avaya 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 #12, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Utility-based Maintenance Price Table

This table summarizes the utility prices for applicable systems. Refer to Special Item Number (SIN) 132-12 Terms and Conditions, Item entitled Rate Provisions for a complete description of Utility-based Maintenance Pricing.

COMMUNICATION MANAGER

UPC/APC	Short Description	Monthly Maintenance (8 to 5) Price	Maintenance Price Class (MPC) Description
Utility (UPC) Hardware and Software Pricing			
179234	TDM ports (switch & terminals coverage)	$ 3.10/port	Utility Communication Manager
179235	TDM ports (switch only coverage)	$ 2.48/port	Utility Communication Manager
179446	TDM port (full coverage on switch & parts+remote on sets)	$ 2.95/port	Utility Communication Manager
184748	Administered IP ports - Basic Support	$ 3.10/port	Utility Communication Manager
Utility (UPC) Hardware Only Pricing			
202844	TDM Ports (switch & terminals coverage)	$ 1.75/port	Utility Communication Manager
202845	TDM Ports (switch only coverage)	$ 1.40/port	Utility Communication Manager
202846	TDM ports (switch only coverage 24x7)	$ 1.46/port	Utility Communication Manager
202847	TDM ports (full coverage on switch & parts + remote on sets)	$ 1.70/port	Utility Communication Manager
202848	Administered IP Ports - Basic Support	$ 1.75/port	Utility Communication Manager
Adders (APC) Optional Hardware and Software Pricing			
179449	Survivable Remote Processor (SRP)	$ 90.00/SRP	Utility Communication Manager
179450	Local Survivable Processor (LSP)	$ 25.00/LSP	Utility Communication Manager
179451	WAN Spare Processor (WSP)	$ 275.00/WSP	Utility Communication Manager
179455	Callmaster Terminals (administered)	$ 1.65/Terminal	Utility Communication Manager
179456	IP Agent	$ 1.45/Agent	Utility Communication Manager

DEFINITY

UPC/APC	Short Description	Monthly Maintenance (8 to 5) Price	Maintenance Price Class (MPC) Description
Utility (UPC) Hardware and Software Pricing			
179234	TDM ports (switch & terminals coverage)	$ 3.10/Port	Utility Definity
179235	TDM ports (switch only coverage)	$ 2.48/Port	Utility Definity
179446	TDM port (full coverage on switch & parts+remote on sets)	$ 2.95/Port	Utility Definity
184748	Administered IP ports - Basic Support	$ 3.10/Port	Utility Definity
Adders (APC) Optional Hardware and Software Pricing			
179449	Survivable Remote Processor (SRP)	$ 90.00/SRP	Utility Definity
179450	Local Survivable Processor (LSP)	$ 25.00/LSP	Utility Definity
179451	WAN Spare Processor (WSP)	$ 275.00/WSP	Utility Definity
179455	Callmaster Terminals (administered)	$ 1.65/Terminal	Utility Definity
179456	IP Agent	$ 1.45/Agent	Utility Definity

CALL MANAGEMENT SYSTEM (CMS)

UPC/APC	Short Description	Monthly Maintenance (8 to 5) Price	Maintenance Price Class (MPC) Description	Quantity Tiers
Utility (UPC) Hardware and Software Pricing				
179470	CMS SUNFIRE 880/890, SUN UE 3500 grp 1 Admin Agents (minimum 200)	$ 2.00/Agent	Utility CMS	200-299
179471	CMS SUNFIRE 880/890, SUN UE 3500 grp 2 Admin Agents	$ 1.75/Agent	Utility CMS	300-399
179472	CMS SUNFIRE 880/890, SUN UE 3500 grp 3 Admin Agents	$ 1.50/Agent	Utility CMS	400-499
179473	CMS SUNFIRE 880/890, SUN UE 3500 grp 4 Admin Agents	$ 1.25/Agent	Utility CMS	500-699
179474	CMS SUNFIRE 880/890, SUN UE 3500 grp 5 Admin Agents	$ 1.00/Agent	Utility CMS	700-999
179475	CMS SUNFIRE 880/890, SUN UE 3500 grp 6 Admin Agents	$ 0.75/Agent	Utility CMS	1000-1299
179476	CMS SUNFIRE 880/890, SUN UE 3500 grp 7 Admin Agents	$ 0.65/Agent	Utility CMS	1300-1699
179477	CMS SUNFIRE 880/890, SUN UE 3500 grp 8 Admin Agents	$ 0.55/Agent	Utility CMS	1700-2099
179478	CMS SUNFIRE 880/890, SUN UE 3500 grp 9 Admin Agents	$ 0.50/Agent	Utility CMS	2100+
179479	CMS Administered Supervisors (minimum 25)	$ 2.30/Supr	Utility CMS	25+
179480	CMS SUNBLADE 100/150, ULTRA 5 grp 1 Admin Agents (minimum 25)	$ 4.00/Agent	Utility CMS	25-99
179481	CMS SUNBLADE 100/150, ULTRA 5 grp 2 Admin Agents	$ 3.25/Agent	Utility CMS	100-174
179482	CMS SUNBLADE 100/150, ULTRA 5 grp 3 Admin Agents	$ 2.50/Agent	Utility CMS	175-299
179483	CMS SUNBLADE 100/150, ULTRA 5 grp 4 Admin Agents	$ 1.75/Agent	Utility CMS	300-599
179484	CMS SUNBLADE 100/150, ULTRA 5 grp 5 Admin Agents	$ 1.50/Agent	Utility CMS	600-899
179485	CMS SUNBLADE 100/150, ULTRA 5 grp 6 Admin Agents	$ 1.25/Agent	Utility CMS	900-1199
179486	CMS SUNBLADE 100/150, ULTRA 5 grp 7 Admin Agents	$ 1.00/Agent	Utility CMS	1200-1499
179487	CMS SUNBLADE 100/150, ULTRA 5 grp 8 Admin Agents	$ 0.75/Agent	Utility CMS	1500-1799
179488	CMS SUNBLADE 100/150, ULTRA 5 grp 9 Admin Agents	$ 0.60/Agent	Utility CMS	1800-2099

UPC/APC	Short Description	Monthly Maintenance (8 to 5) Price	Maintenance Price Class (MPC) Description	Quantity Tiers
179489	CMS SUNBLADE 100/150, ULTRA 5 grp 10 Admin Agents	$ 0.50/Agent	Utility CMS	2100+
Adders (APC) Optional Hardware and Software Pricing				
179490	ODBC - OPEN DATABASE CONNECTIVITY	$ 28.00	Utility CMS	
179491	DISC MIRRORING	$ 60.00	Utility CMS	
179492	NICE ANALYZER	$ 280.00	Utility CMS	
179493	HI-AVAILABILITY- SUNBLADE 100	$ 312.00	Utility CMS	
179494	HI-AVAILABILITY- SUNFIRE V880	$ 675.50	Utility CMS	
188060	HI-AVAILABILITY-SUNFIRE V890	$ 675.50	Utility CMS	
179495	HI-AVAILABILITY- SUN ULTRA 5	$ 291.00	Utility CMS	
179496	HI-AVAILABILITY- UE3500	$ 583.00	Utility CMS	
179497	HI-AVAILABILITY- SUNBLADE 150	$ 312.00	Utility CMS	
194676	SURVIVABLE PER AGT	$ 0.50/Agent	Utility CMS	
200680	SURVIVABLE SERVER-NETRA	$ 95.88	Utility CMS	
200681	SURVIVABLE SERVER-V890	$ 675.50	Utility CMS	
194705	HI-AVAILABILITY - NETRA	$ 312.00	Utility CMS	

MESSAGING

UPC/APC	Short Description	Monthly Maintenance (8 to 5) Price	Maintenance Price Class (MPC) Description	Quantity Tiers
Utility (UPC) Hardware and Software Pricing				
179498	INT M40,100,OCT 200 - 350 & MM (minimum 100) admin mailboxes grp 1	$ 3.50/Mbox	Utility Messaging	100-149
179499	INT M40,100,OCT 200 - 350 & MM admin mailboxes grp 2	$ 3.25/Mbox	Utility Messaging	150-199
179500	INT M40,100,OCT 200 - 350 & MM admin mailboxes grp 3	$ 3.00/Mbox	Utility Messaging	200-299
179501	INT M40,100,OCT 200 - 350 & MM admin mailboxes grp 4	$ 2.25/Mbox	Utility Messaging	300-499
179502	INT M40,100,OCT 200 - 350 & MM admin mailboxes grp 5	$ 1.75/Mbox	Utility Messaging	500-649
179503	INT M40,100,OCT 200 - 350 & MM admin mailboxes grp 6	$ 1.50/Mbox	Utility Messaging	650-999
179504	INT M40,100,OCT 200 - 350 & MM admin mailboxes grp 7	$ 1.35/Mbox	Utility Messaging	1000-1499
179505	INT M40,100,OCT 200 - 350 & MM admin mailboxes grp 8	$ 1.00/Mbox	Utility Messaging	1500-4999
179506	INT M40,100,OCT 200 - 350 & MM admin mailboxes grp 9	$ 0.75/Mbox	Utility Messaging	5000-9999
179507	INT M40,100,OCT 200 - 350 & MM admin mailboxes grp 10	$ 0.50/Mbox	Utility Messaging	10000+
179508	INTUITY M5. DEF AUDIX, M-Mail (minimum 70) admin mailboxes grp 1	$ 3.25/Mbox	Utility Messaging	70-149
179509	INTUITY M5. DEF AUDIX, M-Mail admin mailboxes grp 2	$ 3.00/Mbox	Utility Messaging	150-199
179510	INTUITY M5. DEF AUDIX, M-Mail admin mailboxes grp 3	$ 2.75/Mbox	Utility Messaging	200-249
179511	INTUITY M5. DEF AUDIX, M-Mail admin mailboxes grp 4	$ 2.50/Mbox	Utility Messaging	250-299
179512	INTUITY M5. DEF AUDIX, M-Mail admin mailboxes grp 5	$ 2.25/Mbox	Utility Messaging	300-349
179513	INTUITY M5. DEF AUDIX, M-Mail admin mailboxes grp 6	$ 2.10/Mbox	Utility Messaging	350-399
179514	INTUITY M5. DEF AUDIX, M-Mail admin mailboxes grp 7	$ 2.00/Mbox	Utility Messaging	400-499
179515	INTUITY M5. DEF AUDIX, M-Mail admin mailboxes grp 8	$ 1.75/Mbox	Utility Messaging	500-799
179516	INTUITY M5. DEF AUDIX, M-Mail admin mailboxes grp 9	$ 1.25/Mbox	Utility Messaging	800+

UPC/APC	Short Description	Monthly Maintenance (8 to 5) Price	Maintenance Price Class (MPC) Description	Quantity Tiers
202872	MM SURVIVABLE ADMIN MB GRP 1 MIN 100	$ 0.88/Mbox	Utility Messaging	100-149
202873	MM SURVIVABLE ADMIN MAILBOXES GRP 2	$ 0.81/Mbox	Utility Messaging	150-199
202874	MM SURVIVABLE ADMIN MAILBOXES GRP 3	$ 0.75/Mbox	Utility Messaging	200-299
202875	MM SURVIVABLE ADMIN MAILBOXES GRP 4	$ 0.56/Mbox	Utility Messaging	300-499
202876	MM SURVIVABLE ADMIN MAILBOXES GRP 5	$ 0.44/Mbox	Utility Messaging	500-649
202877	MM SURVIVABLE ADMIN MAILBOXES GRP 6	$ 0.38/Mbox	Utility Messaging	650-999
202878	MM SURVIVABLE ADMIN MAILBOXES GRP 7	$ 0.34/Mbox	Utility Messaging	1000-1499
202879	MM SURVIVABLE ADMIN MAILBOXES GRP 8	$ 0.25/Mbox	Utility Messaging	1500-4999
202880	MM SURVIVABLE ADMIN MAILBOXES GRP 9	$ 0.19/Mbox	Utility Messaging	5000-9999
202881	MM SURVIVABLE ADMIN MAILBOXES GRP 10	$ 0.13/Mbox	Utility Messaging	10000+
Utility (UPC) Hardware Only Pricing				
203129	MM W/S3500 V3.1+H01	$ 80.00/Srvr	Utility Messaging	
203222	Survivable MM W/S3500 V3.1+H01	$ 80.00/Srvr	Utility Messaging	
Adders (APC) Optional Hardware and Software Pricing				
179517	INTUITY INTERCHANGE MAP5	$ 600.00	Utility Messaging	
179518	INTUITY INTERCHANGE MAP100	$ 1,200.00	Utility Messaging	
179519	GLOBAL MESSAGE REDUNDANCY	$ 60.00	Utility Messaging	
179520	RAID STORAGE	$ 60.00	Utility Messaging	
179521	OCTEL ACCESS SERVER	$ 40.00	Utility Messaging	
181484	MESSAGE NETWORKING W/S3210	$ 350.00	Utility Messaging	
181485	HIGH AVAILABILITY - Modular Messaging	$ 80.00	Utility Messaging	
203129	MDLR MSGING W/3500 V3.1+ H01	$ 80.00	Utility Messaging	
203222	MDLR MSG SURVIVABLE W/3500 V3.1+ H01	$ 80.00	Utility Messaging	
182377	INTUITY 770	$ 175.00	Utility Messaging	
208170	R3/R4 INTUITY 770 1-25 MBOXES	$ 30.00	Utility Messaging	
208171	R3/R4 INTUITY 770 26-100 MBOXES	$ 75.00	Utility Messaging	
208172	R3/R4 INTUTIY 770 101-450 MBOXES	$ 150.00	Utility Messaging	

UPC/APC	Short Description	Monthly Maintenance (8 to 5) Price	Maintenance Price Class (MPC) Description	Quantity Tiers
182378	INTUITY LX	$ 200.00	Utility Messaging	
190413	MESSAGE NETWORKING ENHANCED S3400	$ 900.00	Utility Messaging	
203220	MSG NTWKG W/3210R V3.1+ H01	$ 30.00	Utility Messaging	
203221	MSG NTWKG W/3500 V3.1+ H01	$ 80.00	Utility Messaging	

Terms and Conditions Applicable to Perpetual Software Licenses (Special Item Number 132-33)

and

Maintenance (Special Item Number 132-34) of General Purpose Commercial Information Technology Software

1. License Terms and Restrictions

a. License. Avaya grants the ordering activity a non-sublicenseable, nontransferable and nonexclusive license to use software and documentation provided under this contract and for which applicable fees have been paid at the indicated capacity and feature levels and within the scope of the applicable license types (described elsewhere in this contract) for ordering activity's internal business purposes and at the locations where the software was initially installed. Except for the limited license rights expressly granted in this contract, Avaya reserves all rights, title and interest in and to the software and documentation and any modifications to it. "Documentation" means Avaya information manuals containing operating instructions and performance specifications that Avaya generally makes available to users of its products and delivers to ordering activity with the Products. Documentation does not include marketing materials.

b. License Restrictions. To the extent permissible under applicable law, ordering activity agrees not to (i) decompile, disassemble, or reverse engineer the software; (ii) alter, modify or create any derivative works based on the software or documentation; (iii) merge the software with any other software other than as expressly set forth in the documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the software or documentation except as expressly authorized; (v) distribute, disclose or allow use of the software or documentation, in any format, through any timesharing service, service bureau, network or by any other means; or (vi) permit or encourage any third party to do so.

c. Backup Copies. Ordering activity may create a reasonable number of archival and backup copies of the software and documentation provided all proprietary rights, notices, names and logos are duplicated on all copies.

d. License Compliance. At Avaya's request and upon reasonable prior written notice, Avaya will have the right to inspect ordering activity's compliance with these software license terms. Such inspection activities will conform with the ordering activities' security policies.

2. Limited Software Warranty

a. Warranty. Avaya warrants to ordering activity that during the warranty period, the software (or "product") will conform to and operate in accordance with the applicable Documentation in all material respects. To the extent that Avaya performs installation services with respect to its software, Avaya warrants that those installation services will be carried out in a professional and workmanlike manner by qualified personnel.

b. Warranty Period. Unless a different period is specified in the applicable order, the warranty periods for products and installation services are as follows:

(1) Software: ninety (90) days, beginning on the In-Service Date for Avaya-installed software and on the Delivery Date for all other software;

(2) Installation Services: thirty (30) days from the performance of the applicable installation services.

c. Warranty Procedures. For software warranty claims, the ordering activity must provide Avaya with information in sufficient detail to enable Avaya to reproduce and analyze the failure and must provide remote access to the affected products.

d. Remedies.

(1) Software. If the software is not in conformance with the warranty above and Avaya receives from ordering activity during the applicable warranty period a written notice describing in reasonable detail how the software failed to be in conformance, Avaya at its option will: (i) repair or replace the product to achieve conformance and return the product to ordering activity; (ii) provide during the warranty period access to on-line software patches and access to self-help website; or (iii) refund to ordering activity the applicable fees upon return of the non-conforming product to Avaya. Replacement software is warranted as above for the remainder of the original applicable software warranty period.

(2) Software Services. To the extent that Avaya has not performed installation services in conformance with the above warranty, and Avaya receives notice from ordering activity identifying the non-conformance within thirty (30) days of its occurrence, Avaya will re-perform the non-conforming installation services. If Avaya determines the re-performance is not commercially reasonable, Avaya will refund to ordering activity the fees for the non-conforming installation services.

(3) Sole Remedy. THESE REMEDIES WILL BE ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES ORDERING ACTIVITY MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.

3. Warranty Exclusions and Disclaimers

a. Exclusions. The warranties provided in Paragraph 2 do not extend to any damages, malfunctions, or non-conformities caused by:

(i) Ordering activity's use of products in violation of the license granted by Avaya to the ordering activity or in a manner inconsistent with the documentation;

(ii) Use of non-Avaya furnished equipment, software, or facilities with products (except to the extent provided in the product documentation);

(iii) Ordering activity's failure to follow Avaya's installation, operation or maintenance instructions;

(iv) Ordering activity's failure to permit Avaya timely access, remote or otherwise, to products;

(v) Failure to implement all new updates to software provided under the Schedule;

(vi) Products that have had their original manufacturer's serial numbers altered, defaced or deleted; and

(vii) Products that have been serviced or modified by a party other than Avaya or an authorized Avaya reseller.

b. Toll Fraud. Avaya does not warrant that products or services will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility or ordering activity.

c. Force Majeure. Neither party will have liability for delays, failure in performance or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes or labor disputes, water, acts of God, war, civil disturbances, terrorism, acts of civil or military authorities, inability to secure raw materials, transportation facilities, fuel or energy shortages, performance or

availability of communications services or network facilities, or other causes beyond the party's reasonable control. The foregoing will not apply to payments of fees for products delivered or installed, as applicable, or for services performed.

d. Products from Third Parties. Ordering activity's decision to acquire or use products from third parties is the ordering activity's sole responsibility, even if Avaya helps the ordering activity identify, evaluate or select them. AVAYA IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE FOR, THE QUALITY OR PERFORMANCE OF SUCH PRODUCTS OR THEIR SUPPLIERS.

e. Disclaimers. EXCEPT AS PROVIDED IN PARAGRAPHS 2 AND 3, NEITHER AVAYA NOR ITS SUPPLIERS OR LICENSORS MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS OR INSTALLATION SERVICES. AVAYA DOES NOT WARRANT THE UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL WARRANTIES IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

4. Commercial Computer Software – Restricted Rights

This contract includes Commercial Computer Software. All software, including firmware which may be part of an identified item, was developed at private expense. All commercial software is offered under a nonexclusive license to the ordering activity, and only with restricted rights as defined in FAR 52.227-19. Title to all software shall remain with Avaya. All commercial computer software is subject to Avaya copyrights and license agreements.

Any data provided under this contract, was developed at private expense and is provided only with limited rights to the ordering activity. Title to Limited Rights Data shall remain with Avaya or its suppliers.

5. Acceptance

a. Avaya Installed Software

Equipment must operate in accordance with manufacturer's published specifications. The ordering activity should give the Contractor a written notice of acceptance or rejection within thirty (30) calendar days following the in-service date or in the case of software features, the date the features are enabled or the software is downloaded to the target processor. "In-Service Date" means the date on which Avaya notifies ordering activity that the Avaya-installed Products are installed in good working order in accordance with applicable documentation. The absence of an official written notice shall mean that acceptance has occurred.

b. Drop Shipped Software

Acceptance shall occur on the date of delivery of the product to the ordering activity's location.

6. License Types

a. The terms and restrictions described in Paragraph 6.b., below, will apply to software licensed in addition to those described in Paragraph 1.

b. License Types. Avaya grants ordering activity a license within the scope of one of the license types described below. The license type abbreviations below may be referenced in the order and/or Product documentation. Where the order or documentation does not expressly identify a license type, the applicable license will be a Designated System License. Where the order does not expressly indicate a specific number of licenses or units of capacity, the applicable number of licenses and units of capacity for which the license is granted will be one. For purposes of this list of license types: (i) "Designated Processor" means a single stand-alone computing device; and

(ii) "Server" means a Designated Processor that hosts a software application to be accessed by multiple users.

(1) Designated System(s) License (DS). Ordering activity may install and use each copy of the software on a number of Designated Processors up to the number indicated in the order. Avaya may require the Designated Processor(s) to be identified in the order by type, serial number, feature key, location or other specific designation, or to be provided by ordering activity to Avaya through electronic means established by Avaya specifically for this purpose.

(2) Concurrent User License (CU). Ordering activity may install and use the software on multiple Designated Processors or one or more Servers, so long as only the licensed number of Units are accessing and using the software at any given time. A "Unit" means the unit on which Avaya, at its sole discretion, bases the pricing of its licenses and can be, without limitation, an agent, port or user, an e-mail or voice mail account in the name of a person or corporate function (e.g., webmaster or helpdesk), or a directory entry in the administrative database utilized by the Product that permits one user to interface with the software. Units may be linked to a specific, identified Server.

(3) Database License (DL). Ordering activity may install and use each copy of the software on one Server or on multiple Servers provided that each of the Servers on which the software is installed communicates with no more than a single instance of the same database.

(4) CPR License (CP). Ordering activity may install and use each copy of the software on a number of Servers up to the number indicated in the order provided that the performance capacity of the Server(s) does not exceed the performance capacity specified for the software. Ordering activity may not re-install or operate the software on Server(s) with a larger performance capacity without Avaya's prior consent and payment of an upgrade fee.

(5) Named User License (NU). Ordering activity may: (i) install and use the software on a single Designated Processor or Server per authorized Named User (defined below); or (ii) install and use the software on a Server so long as only authorized Named Users access and use the software. A "Named User" means a user or device that has been expressly authorized by Avaya to access and use the software. At Avaya's sole discretion, a Named user may be, without limitation, designated by name, corporate function (e.g., webmaster, or helpdesk), an e-mail or voice mail account in the name of a person or corporate function, or a directory entry in the administrative database utilized by the Product that permits one user to interface with the Product.

(6) Shrinkwrap License (SR). With respect to software that contains elements provided by third party suppliers, ordering activity may install and use the software in accordance with the terms and conditions of the applicable license agreements, such as "shrinkwrap" or "click-through" licenses, accompanying or applicable to the software ("Shrinkwrap License").

7. Change Control Date

The "Change Control Date" (CCD), when applicable, is mutually agreed upon and is the last date that Avaya will accept changes to the products ordered for delivery on the delivery date or for installation on the In-Service Date. Changes to the original order received by Avaya prior to the CCD must be approved in writing by both parties. Changes received and accepted by Avaya after the CCD will be treated as separate orders and will be delivered after the delivery date or installed after the In-Service date. The CCD for subsequently placed orders for modifications or additions will be the date Avaya accepts that order.

8. Technical Services

The technical support numbers are listed in the "Information for Ordering Activities" section, Paragraph 2. Dependent upon the product, ordering activities requesting assistance outside the coverage hours or beyond the terms of their warranty/maintenance coverage may be subject to additional charges.

9. Software Services

a. **Software Maintenance as a Product (SIN 132-33)**

Software Support. The coverage described in this paragraph is limited to Supported Software. "Supported Software" means the software products that are eligible for Software Support from Avaya. Software manufactured by third parties ("OEM Software") may be included as Supported Software, however, service levels and response times contained herein do not apply to OEM Software.

As used in this paragraph, "Major Failure" is defined as a failure that materially affects critical operations. "Minor Failure" is defined as any failure of the system that is not included in the definition of a Major Failure; or failures that cause particular features or functionality to be inoperative but not materially affecting normal business operations. "Major Release" means a major change to the software that introduces new optional features and functionality. Major Release is typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z). Minor Release means a change to the software that introduces a limited amount of new optional features and functionality. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g. n.[y].z).

(1) The following coverage options are available depending on the Supported Software product:

(i) Software Support, 24x7 – coverage includes troubleshooting, access to helpline support, access to Product Correction Notices and Software Updates during standard business hours (Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Software is located, excluding Avaya and Government holidays). Avaya's response interval is two (2) hours for Major Failures. The response interval is defined as the elapsed time between registration of a problem with Avaya's Service Center through an assistance request and commencement of problem resolution efforts by the Avaya technician/engineer. Avaya's response interval for Minor Failures is next business day (8:00 a.m. and 5:00 p.m. in the time zone where the Supported Software is located, excluding Avaya and Government holidays.

(ii) Software Support Plus Upgrades, 24x7 (only available provided the ordering activity is on the current release**)** – In addition to the benefits provided under Software Support, Software Support Plus Upgrades, 24x7, offers a level of investment protection on the software purchases. If Avaya makes a Minor or Major Release of a Supported Software product commercially available during the coverage term, ordering activities purchasing this coverage option will have access to the features and functions of the new release without having to pay additional fees. Additionally, the ordering activity determines when the upgrade occurs, allowing the ordering activity the ability to manage the migration to new versions. All upgrades must be scheduled and implemented while Software Support Plus Upgrades is in effect. Ordering activities that do not upgrade during the term of the support agreement will not be refunded any portion of their support fees.

(2) Commencement of Support. Software Support and Software Support Plus Upgrades will commence as follows:

(i) If Avaya installs the software, software support will commence on the date Avaya notifies the ordering activity that the software is installed according to specifications.

(ii) If Avaya does not install the software, support will commence on the earlier of the date when software 1) features are enabled, 2) is downloaded to the target processor or 3) physically delivered to the ordering activity's premises.

(3) Reinitiation of Lapsed Coverage. Per Incident support may not be available if Software Support or Software Support Plus Upgrades has lapsed. A re-initiation fee will apply to reinstate support for Supported Software when coverage has lapsed or in the event that coverage was not initiated at the time of purchase of the software license.

The new support coverage is based on the total number of licenses to be covered and can be either Software Support or Software Support Plus Upgrades (provided the ordering activity is on the current release).

The re-initiation fee will be a one time fee equal to 25% of the value of the new support coverage. This fee is subject to change at any time without notice. The applicable initiation fee will be as in effect at the time the new coverage is established.

(4) Same Level Coverage. All licenses for a single application on a single server must have the same level of coverage. If an ordering activity is found to have varying levels of coverage on the licenses for a single application or for a single server, the following will occur:

(i) Licenses covered at Software Support level will be brought up to Software Support Plus Upgrades coverage and a new order issued;

(ii) The existing Software Support coverage will be cancelled and the ordering activity credited for any remaining term.

(iii) An equalization fee will be applied. The equalization fee will be a one time fee equal to the difference in coverage fees paid and fees applicable for Software Support Plus Upgrades coverage for the licenses. This fee is subject to change without notice and the applicable equalization fee will be as in effect at time the new coverage is established.

Note: The Avaya standard service description document that describes the deliverables for Software Support and Software Support Plus Upgrades coverage in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and Schedule terms and conditions, the Schedule terms and conditions apply.

b. **Software Maintenance as a Service (SIN 132-34)**

Other Software Coverage

For types of coverage available for all other software products, please refer to Terms and Conditions Applicable to Maintenance, 132-12, Types of Coverage and Other Service Offerings.

10. Periods of Support

a. Avaya shall honor orders for the duration of the contract period or a lesser period of time.

b. Support may be discontinued by the ordering activity on thirty (30) calendar days written notice to Avaya.

c. Annual funding. When annually appropriated funds are cited on an order for support, the period of support shall automatically expire on September 30 of the contract period, or at the end of the

contract period, whichever occurs first. Renewal of the support orders citing a new appropriation shall be required if the support is to be continued during any remainder of the contract period.

d. 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, no withstanding the intervening fiscal years.

e. Ordering activities should notify Avaya in writing thirty (30) calendar days prior to the expiration of an order, if the support is to be terminated at that time.

11. Added Products

As used in this paragraph and elsewhere within SIN 132-33/34, "Supported Products" are software products identified in the order. "Supported Sites" are locations specified in the order.

For selected Avaya software products and applications, if the ordering activity acquires additional software products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered "Added Products", and will be added to the order for the remainder of the term. This will be exercised through the issuance of a new order and will be subject to the then current charges for said product. Added Products purchased from a party other than the manufacturer or an authorized reseller are subject to certification by Avaya at the per incident rate listed in this price list. If Added Products fail certification, Avaya may choose not to add them to the Supported Products.

For coverage pertaining to all other Software products that have been added by the ordering activity, please refer to Terms and Conditions Applicable to Maintenance, SIN 132-12.

12. Description and Equipment Compatibility

Descriptions of the available software are listed in the price list.

13. Right-to-Copy Pricing

Right-to-Copy Licenses, if available, can be found in the price list.

14. Invoices and Payment

a. **Software Maintenance as a Product (SIN 132-33)**

Software Support must be prepaid annually. Software Support Plus Upgrades has two prepayment options: (1) one year, or (2) three years.

b. **Software Maintenance as a Service (SIN 132-34)**

For all other software services, please refer to Terms and Conditions Applicable to Maintenance, SIN 132-12, Invoices and Payment.

15. License Price for Ordered Software

a. The license price that the ordering activity will be charged is the license price in effect at the time of order placement.

b. Front market prices apply to new systems, upgrades (including software and server migrations) and any add-ons that are included on the same order as the new system or upgrade. Aftermarket prices apply to add-ons that are not included on a new system or upgrade order.

16. Responsibilities of the Ordering Activity

a. The ordering activity personnel shall not perform fixes to software while such software is covered by a service agreement, unless agreed to by Avaya.

b. Subject to security regulations, the ordering activity shall permit access to the software which is to be supported. In the event that the ordering activity does not permit access to the software, Avaya shall not be responsible for support of the software and will not be liable for such failure. Additional charges may be applicable.

c. The ordering activity will notify Avaya before relocating or removing equipment and associated software covered by an Avaya warranty or maintenance agreement. Additional charges may apply, if applicable, to cover services provided as a result of relocated or removed equipment and associated software.

d. The ordering activity must install or arrange for the installation of a remote access methodology for systems/devices that support remote access no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of support in all other situations. Remote access is made possible with a traditional phone line for modem-equipped products or through an Avaya-approved VPN access solution. The line number or IP address must be provided to Avaya as soon as it is available. This modem line or VPN must remain available to provide remote access on a 24x7 basis or there may be degradation to the service and support you receive from Avaya. Avaya's support obligations are contingent on the provision of remote access. If remote access is not granted by the ordering activity, Avaya may not be able to provide services and will not be liable for such failure. Additional charges may be applicable.

17. Utilization Limitations

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

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

(1) Title to and ownership of the software and documentation shall remain with Avaya, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect Avaya's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of Avaya. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Avaya's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

18. Software Patches, Updates, Upgrades

Where services include provision of patches, updates or feature upgrades for Supported Products ("New Software"), they will be provided subject to the license grant and restrictions contained in the original order under which ordering activity licensed the original software from Avaya. Where there is no existing license from Avaya, New Software will be provided subject to the manufacturer's then current license terms and restrictions for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Ordering activity may install and use these components in accordance with the terms and conditions of the "shrinkwrap" or "click-through" end user license agreement accompanying them.

19. Rate Provisions

Prices for Avaya software product licenses are published in the price list.

Prices for Software Support and Software Support Plus Upgrades for applicable Avaya software products are also published in the price list.

For all other software service prices, please refer to Terms and Conditions Applicable to Maintenance, SIN 132-12, Rate Provisions.

Terms and Conditions Applicable to Purchase of Training Courses for General Purpose Information Technology Equipment and Software (Special Item Number 132-50)

1. Scope

a. Avaya shall provide training normally available to commercial customers, which is necessary to permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training offered under this Schedule relates to Avaya's equipment.

b. System administration training is delivered at an Avaya facility and end user training is conducted at the ordering activity's location. Avaya also offers audiodigital training and on-site customized training. The available courses and audiodigital training can be found in the Authorized Schedule Price List.

2. Order

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

3. Time of Delivery

Avaya shall conduct training on the date agreed to by Avaya and the ordering activity.

4. Cancellation and Rescheduling

a. If the ordering activity notifies Avaya at least fourteen (14) calendar days before the first day of class, there will be no cost incurred by the ordering activity. With less than fourteen (14) days notice, the ordering activity will be liable for the full cost of training. An exception to this policy is when a class is canceled or a student is unable to attend due to an act of nature that would prevent travel to the training location. Avaya will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. Avaya agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class, as long as the substitute attendee meets the same pre-requisite as the original enrollee.

d. In the event Avaya is unable to conduct training on the date agreed to by Avaya and the ordering activity, Avaya must provide the ordering activity at least seventy-two (72) hours notice.

5. Follow-Up Support

The ordering activity can contact Avaya University at 800-288-5327 or send an email to avaya.u.helpdesk@accenture.com for support after a course has been completed.

6. Purchase Price for Training

The purchase price that the ordering activity will be charged is the purchase price in effect at the time of order placement.

7. Invoices and Payment

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

8. Format and Content of Training

a. Avaya shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. Each student shall be provided with a certificate of course completion at the completion of each training course.

c. The available courses, descriptions, and prices can be found in the pricing section of the Schedule Price List. Additional information regarding specific courses offered is provided by either contacting the Avaya University Help Desk at 1-800-288-5327, or going the Avaya University Learning Centre website https://www.avaya-learning.com.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., Instructor-led, Online, CD-ROM or Video training);

(2) The length of the course;

(3) Mandatory and desirable prerequisites for student enrollment;

(4) The minimum and maximum number of students per class;

(5) The locations where the course is offered;

(6) Class schedules; and

(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Avaya cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "No Charge" Training

Avaya provides CDs and other training material appropriate to the service or equipment sold and implemented. As an example: included with the sale and implementation of a server and terminals are System Administration documents as well as end-user guides.

10. Liability for Injury or Damage

Avaya shall not be liable for any injury to the students, or damage to ordering activity property arising from Avaya provided training, unless such injury or damage is due to the fault or negligence of Avaya.

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)

1. Scope

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. Avaya shall provide services at Avaya's and/or at the ordering activity location, as agreed to by Avaya and the ordering activity.

2. Performance Incentives

a. Performance incentives may be agreed upon between Avaya and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

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 Avaya 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 Avaya. Incentives shall be based on objectively measurable tasks.

3. Order

a. Ordering activities may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Orders issued on or before the expiration of the contract shall be fulfilled through the completion date of such order. 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. Avaya shall commence performance of services on the date agreed to by Avaya and the ordering activity.

b. Avaya agrees to render services only during normal working hours, unless otherwise agreed to by Avaya 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 Avaya 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 Avaya travel. Avaya 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

The inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986)(Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. Responsibilities of the Contractor

Avaya 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 (Deviation – May 2003) Rights in Data – General, may apply.

8. Responsibilities of the Ordering Activity

Subject to security regulations, the ordering activity shall permit Avaya access to all facilities and provide general site preparation necessary to perform the requisite IT Services.

9. Independent Contractor

All IT Services performed by Avaya under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity, unless specifically provided in writing by 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 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

Avaya, upon completion of the work ordered, shall submit invoices for IT 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 Avaya, 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 52.232-7 (DEC 2002), (Alternate II - Feb 2002) (Deviation – May 2003) 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 52.232-7 (DEC 2002), (Alternate II - Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract.

13. Resumes

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

14. Incidental Support Charges

Incidental support charges are available outside the scope of this contract. The charges 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 Avaya receive, from the ordering activity, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. Description of IT Services and Pricing

a. A description of each type of IT Professional Service is specified in the price list.

b. IT Implementation Services apply when an installation requires more than the standard "plug and play", one-time installation charge. A Statement of Work (SOW) is required for these more complex technical services to insure there is a mutual understanding of the work being performed to complete the Government installation. A description of each type of IT Implementation Service is specified in the price list.

c. The following Job Titles and descriptions apply to Implementation and/or Professional Services SOWs. Contact your local Avaya representative for a SOW price quotation.

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	MATERIAL CODE
Advanced Solutions Architect	Extensive technical experience across a broad range of contact center (CC) and Unified Communications (UC) technologies.	Performs and oversees the technical design of complex IT-based projects. Leads technical contributions on projects requiring multi-vendor technologies and large complex integrations. Provides directions and resolutions to a diverse range of complex technical problems including but not limited to: 1. Telephony, 2. Messaging, 3. Conferencing, 4. Networking, 5. Call Center Applications (IVR, Outbound dialing, reporting, call center routing, etc.)	Bachelor's degree required, MBA is desired. 5+ years experience in voice communications including in depth understanding of IP Telephony. Demonstrated experience in multiple of these disciplines: SIP multi model contact centers, interactive voice response, predictive dialing, data networking, voice messaging, conferencing, and video. Experience with Avaya, Genesys, Nice, Verint, Nortel, Siemens, and Cisco VOIP communications platforms and Microsoft or IBM communication applications.	244970
Applications Solutions Consultant	Technical competency in the system analysis, development, and implementation of enterprise level contact center (CC) and unified communication (UC) applications	Responsible for formulating and defining system scope and objectives. Develops detailed technical specifications for enterprise level contact center and unified communications applications including but not limited to the following: 1. Interaction Center and CTI applications, 2. Interactive Response, Voice Portal, and Speech applications, 3. Contact Center reporting products (CMS, IQ, BCMR), 4. Proactive Contact (Outbound Dialer) application, 5. Modular Messaging, 6. Meeting Exchange. Designs, codes, tests, debugs, and documents CC and UC applications.	Bachelor's degree required, MBA is desired. 5+ years experience in voice communications including in depth understanding of IP Telephony. Demonstrated experience in multiple of these disciplines: SIP multi model contact centers, interactive voice response, predictive dialing, data networking, voice messaging, conferencing and video. Experience with Avaya, Genesys, Nice, Verint, Nortel, Siemens, and Cisco VOIP communications platforms and Microsoft or IBM communications applications.	244971

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	MATERIAL CODE
Call Center Consultant	Demonstrated proficiency with implementing new contact center operations, upgrades of existing contact centers, performance evaluations of existing contact center designs and provide training to call center management.	Responsible for the design, and development of basic, complex and advance contact center environments. Provides resolutions to a diverse range of technical problems covering call flow (call center) optimization, call center reporting, vector designs, agent skills, etc. Provides Contact Center Training consisting of Basic to Advanced Contact Center implementation, end user reporting analysis and consultation, as well as Agent Application training.	Bachelor's degree, preferably in Industrial Engineering or equivalent experience. ACACN Certification. Completion of various contact center technology courses including but not limited to: 1. CMS Supervisor Administration, 2. System Administration for Call Center and System Call Vectoring courses.	244972
CIS Regional Services Engineer	Extensive technical experience across a broad range of contact center (CC) and Unified Communications (UC) technologies.	Supports the Implementation and Maintenance of complex IT-based projects. Provides directions, design, validation, consultation and resolutions to a diverse range of complex technical installations and maintenance including but not limited to : Telephony, Messaging, Conferencing, Networking, Call Center Applications (IVR Outbound dialing, reporting, call center routing, etc)	Bachelor's degree required, MBA is desired. 5+ years experience in voice communications including in depth understanding of IP Telephony. Demonstrated experience in multiple of these disciplines: SIP multi model contact centers, interactive voice response	205811
Communications Manager (CM) Integrator	Demonstrate proficiency with administrative tools and applications required to implement Avaya based solutions that include System Configuration, Voice Messaging, Digital and IP Networking, Networking and Adjunct Applications, Advanced Routing and Programming, IP Telephony.	Responsible for remote integration support of Avaya Communication Manager product. Supports the highly complex end user installations, configurations, upgrades and migrations through system configuration and set up, problem isolation, verification, resolution and documentation. Conducts System Hand Off review post installation.	Bachelor's degree in Engineering or Computer Science or equivalent experience. ACACN Certification. ACSCI Certification. Avaya Certified Specialist. Communications Design certification. (ACSCD). Other Industry recognized certifications.	244975
Implementation Services Instructor	Demonstrated proficiency and knowledge of software applications and features, and administrative tools required to manage Avaya products.	Responsible for providing customers product and application knowledge via instructor-led sessions, computer-based training or Web instruction.	Bachelor's degree in Engineering or Computer Science or equivalent experience. ACACN Certification. ACSCI Certification. Avaya Certified Specialist. Communications Design certification. (ACSCD). Other Industry recognized certifications.	185356
Implementation Services Remote Upgrade Engineer	Demonstrate proficiency with administrative tools and applications required to implement Avaya-based solutions that included: - System Configuration - Voice Messaging - Digital and IP trunking - Networking and Adjunct applications - Advanced Routing and Programming - IP Telephony	Responsible for remote integration support of Avaya Communications Manager products. Remotely support upgrades and migrations through system configuration, set up, and testing.	Bachelor's degree in Engineering, Computer Science, or equivalent experience. ACACN Certification, ACSCI Certification, Avaya Certified Specialist Communications Design Certification (ACSCD), Other Industry recognized certifications as required (i.e. Microsoft).	226679

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	MATERIAL CODE
Implementation Services Software Associate	Demonstrate proficiency with administrative tools and applications required to implement Avaya based solutions that include: - Stations Translations - Voicemail boxes. - Button Templates. - Data Gathering.	Responsible for the configuration of station configuration and features. Supports the installation and programming of sets and set features. Conducts data gathering and station reviews as required.	Bachelor's degree in Engineering or Computer Science or equivalent experience. ACACN Certification. ACSCI Certification. Avaya Certified Specialist. Communications Design certification. (ACSCD). Other Industry recognized certifications.	185350
Implementation Services Technician	Demonstrate proficiency in the installation of hardware and software applications with administrative tools and applications required to implement Avaya based solutions that include: - Hardware Installation - System Configuration - Cross Connects and Patching - Digital and IP Trunking - Networking and Adjunct Applications - Paging systems - IP Telephony and VOIP Applications - Station Terminals	Responsible for the complete onsite physical hardware and/or software installation of a new or upgraded solution, as well as the placement, testing, and verification of system operation	Bachelor's degree in Engineering, Computer Science, or equivalent experience. ACACN Certification, ACSCI Certification, Avaya Certified Specialist Communications Design Certification (ACSCD), Other Industry recognized certifications as required (i.e. Microsoft).	185347
Integrated Management Consultant	Strong technical skills in IP telephony, network design and analysis including experience in troubleshooting problems.	Responsible for providing integration support of converged voice and data networks. Support includes the problem isolation, verification, resolution of complex end-user installations, configurations, and upgrades/migrations. The consultant supports the following enterprise level products including but not limited to: 1. Avaya Integrated Manager. 2. Avaya SSG, VPN, CCS, IP Telephony. 3. Third party products including Juniper, Extreme, etc.	BS degree in Engineering or equivalent experience. Requires Avaya and industry standard certifications.	244973
Mid Market Contact Center Consultant	Technical competency in a variety of contact center applications but not limited to multi-media call center, outbound dialing.	Responsible for the design, implementation, and support of mid market contact center products. (Contact Center Express and Customer Interaction Express). This position will also provide customer training on how to use and troubleshoot the equipment.	ACACN Certification. Bachelor's degree in Engineering or Computer Science or equivalent experience	244974

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	MATERIAL CODE
Program Manager	Demonstrated proficiency with administrative tools including MS Project; Experience with consistently successful integration of multi-site Avaya and non-Avaya based solutions with other vendor products and applications.	Oversees GLOBAL and complex integration projects including installations or systems additions. Provides total project leadership and is directly accountable for the project team's performance. Responsible for the planning activities to define milestones, reserve resources, coordination with multiple vendors/services providers, coordinating project activities, resource scheduling, contractual compliance, and customer satisfaction.	Bachelor's degree in Business or equivalent experience preferred. Completion of basic technical courses supporting the type of technology to be managed. Project Management (PMP) Certification (Awarded by the Project Mgt Institute - PMI)	244968
Strategic Communications Consultant	Experience across a broad range of technologies and best practices in voice, data, convergence and customer relationship management	Provides business operations and/or analytical support required to define a technology solution and implementation strategies that meet a business need.	Bachelor's degree required, MBA is highly desired At least 7 years of experience with specific responsibilities in one of the following areas: 1. Senior level telecommunications or call center consulting experience with a major consulting firm or IT vendor. 2. Experience in leading projects with Fortune 500 corporations in the areas of cost takeout, contact center optimization, carrier negotiation, telecom expense management, or business process optimization 3. Deployed and managed Cisco, Avaya, or Nortel IP Telephony 4. Previously accountable for the productivity of the call center or business unit served by the contact center 5. Demonstrated thought leadership in the area of business processes, contact centers, or communications	244969
Technical Project Manager	Demonstrated proficiency with project management tools including MS Project	Responsible for the overall project plan, budget, structure, schedule and staffing requirements. Manages the integration of company products and/or systems at customer sites including but not limited to: 1. Contact Center products. 2. Unified Communications Products. 3. Mid Market Products.	Avaya Certified Associate (ACA) Certification in Communications Networking and Implementation. Master's Certificate in Project Management. Preferred: Project Management Professional (PMP) Certification (Awarded by Project Management Institute - PMI). Completion of basic technical courses supporting the type of technology to be managed including design analysis and implementation planning for IP Telephony and related messaging and Call Center Adjuncts.	244967

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	MATERIAL CODE
Technical Systems Integrator	Demonstrated proficiency in the successful implementation of Avaya based solutions	Evaluates and analyzes network performance to propose design and configuration requirements to meet the performance requirements of a converged network. Responsible for the remote or onsite implementation and integration support of Avaya products including but not limited to the following: 1. Interaction Center and CTI applications. 2. Interactive Response, Voice Portal, and Speech applications. 3. Contact Center reporting products (CMS, IQ, BCMR). 4. Proactive Contact (Outbound Dialer). 5. Meeting Exchange. 6. Applications Enablement Services (AES).	Masters in Science desired, Bachelor's degree preferred in CS or Engineering. Avaya and industry certifications are required.	244976

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code
Advanced Solutions Architect	Extensive technical experience across a broad range of contact center (CC) and Unified Communications (UC) technologies.	Performs and oversees the technical design of complex IT-based projects. Leads technical contributions on projects requiring multi-vendor technologies and large complex integrations. Provides directions and resolutions to a diverse range of complex technical problems including but not limited to: Telephony, Messaging, Conferencing, Networking, Call Center Applications (IVR, Outbound dialing, reporting, call center routing, etc.)	Bachelor's degree required, MBA is desired. 5+ years experience in voice communications including in depth understanding of IP Telephony. Demonstrated experience in multiple of these disciplines: SIP multi model contact centers, interactive voice response, predictive dialing, data networking, voice messaging, conferencing, and video. Experience with Avaya, Genesys, Nice, Verint, Nortel, Siemens, and Cisco VOIP communications platforms and Microsoft or IBM communication applications.	244970
Applications Solutions Consultant	Technical competency in the system analysis, development, and implementation of enterprise level contact center (CC) and unified communication (UC) applications	Responsible for formulating and defining system scope and objectives. Develops detailed technical specifications for enterprise level contact center and unified communications applications including but not limited to the following: 1. Interaction Center and CTI applications, 2. Interactive Response, Voice Portal, and Speech applications, 3. Contact Center reporting products (CMS, IQ, BCMR), 4. Proactive Contact (Outbound Dialer) application, 5. Modular Messaging, 6. Meeting Exchange.	Bachelor's degree required, MBA is desired. 5+ years experience in voice communications including in depth understanding of IP Telephony. Demonstrated experience in multiple of these disciplines: SIP multi model contact centers, interactive voice response, predictive dialing, data networking, voice messaging, conferencing and video. Experience with Avaya, Genesys, Nice, Verint, Nortel, Siemens, and Cisco VOIP communications platforms	244971

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code
		Designs, codes, tests, debugs, and documents CC and UC applications.	and Microsoft or IBM communications applications.	
Call Center Consultant	Demonstrated proficiency with implementing new contact center operations, upgrades of existing contact centers, performance evaluations of existing contact center designs and provide training to call center management.	Responsible for the design, and development of basic, complex and advance contact center environments. Provides resolutions to a diverse range of technical problems covering call flow (call center) optimization, call center reporting, vector designs, agent skills, etc. Provides Contact Center Training consisting of Basic to Advanced Contact Center implementation, end user reporting analysis and consultation, as well as Agent Application training.	Bachelor's degree, preferably in Industrial Engineering or equivalent experience. ACACN Certification. Completion of various contact center technology courses including but not limited to: 1. CMS Supervisor Administration, 2. System Administration for Call Center and System Call Vectoring courses.	244972
CIS Regional Services Engineer	Extensive technical experience across a broad range of contact center (CC) and Unified Communications (UC) technologies.	Supports the Implementation and Maintenance of complex IT-based projects. Provides directions, design, validation, consultation and resolutions to a diverse range of complex technical installations and maintenance including but not limited to : Telephony, Messaging, Conferencing, Networking, Call Center Applications (IVR Outbound dialing, reporting, call center routing, etc)	Bachelor's degree required, MBA is desired. 5+ years experience in voice communications including in depth understanding of IP Telephony. Demonstrated experience in multiple of these disciplines: SIP multi model contact centers, interactive voice response	205811
Communications Manager (CM) Integrator	Demonstrate proficiency with administrative tools and applications required to implement Avaya based solutions that include System Configuration, Voice Messaging, Digital and IP Networking, Networking and Adjunct Applications, Advanced Routing and Programming, IP Telephony.	Responsible for remote integration support of Avaya Communication Manager product. Supports the highly complex end user installations, configurations, upgrades and migrations through system configuration and set up, problem isolation, verification, resolution and documentation. Conducts System Hand Off review post installation.	Bachelor's degree in Engineering or Computer Science or equivalent experience. ACACN Certification. ACSCI Certification. Avaya Certified Specialist. Communications Design certification. (ACSCD). Other Industry recognized certifications.	244975

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code
Implementation Services Instructor	Demonstrated proficiency and knowledge of software applications and features, and administrative tools required to manage Avaya products.	Responsible for providing customers product and application knowledge via instructor-led sessions, computer-based training or Web instruction.	Bachelor's degree in Engineering or Computer Science or equivalent experience. ACACN Certification. ACSCI Certification. Avaya Certified Specialist. Communications Design certification. (ACSCD). Other Industry recognized certifications.	185356
Implementation Services Remote Upgrade Engineer	Demonstrate proficiency with administrative tools and applications required to implement Avaya-based solutions that included: - System Configuration - Voice Messaging - Digital and IP trunking - Networking and Adjunct applications - Advanced Routing and Programming - IP Telephony	Responsible for remote integration support of Avaya Communications Manager products. Remotely support upgrades and migrations through system configuration, set up, and testing.	Bachelor's degree in Engineering, Computer Science, or equivalent experience. ACACN Certification, ACSCI Certification, Avaya Certified Specialist Communications Design Certification (ACSCD), Other Industry recognized certifications as required (i.e. Microsoft).	226679
Implementation Services Software Associate	Demonstrate proficiency with administrative tools and applications required to implement Avaya based solutions that include: - Stations Translations - Voicemail boxes. - Button Templates. - Data Gathering.	Responsible for the configuration of station configuration and features. Supports the installation and programming of sets and set features. Conducts data gathering and station reviews as required.	Bachelor's degree in Engineering or Computer Science or equivalent experience. ACACN Certification. ACSCI Certification. Avaya Certified Specialist. Communications Design certification. (ACSCD). Other Industry recognized certifications.	185350
Implementation Services Technician	Demonstrate proficiency in the installation of hardware and software applications with administrative tools and applications required to implement Avaya based solutions that include: - Hardware Installation - System Configuration - Cross Connects and Patching - Digital and IP Trunking - Networking and Adjunct Applications - Paging systems - IP Telephony and VOIP Applications - Station Terminals	Responsible for the complete onsite physical hardware and/or software installation of a new or upgraded solution, as well as the placement, testing, and verification of system operation	Bachelor's degree in Engineering, Computer Science, or equivalent experience. ACACN Certification, ACSCI Certification, Avaya Certified Specialist Communications Design Certification (ACSCD), Other Industry recognized certifications as required (i.e. Microsoft).	185347

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code
Integrated Management Consultant	Strong technical skills in IP telephony, network design and analysis including experience in troubleshooting problems.	Responsible for providing integration support of converged voice and data networks. Support includes the problem isolation, verification, resolution of complex end-user installations, configurations, and upgrades/migrations. The consultant supports the following enterprise level products including but not limited to: 1. Avaya Integrated Manager. 2. Avaya SSG, VPN, CCS, IP Telephony. 3. Third party products including Juniper, Extreme, etc.	BS degree in Engineering or equivalent experience. Requires Avaya and industry standard certifications.	244973
Mid Market Contact Center Consultant	Technical competency in a variety of contact center applications but not limited to multi-media call center, outbound dialing.	Responsible for the design, implementation, and support of mid market contact center products. (Contact Center Express and Customer Interaction Express). This position will also provide customer training on how to use and troubleshoot the equipment.	ACACN Certification. Bachelor's degree in Engineering or Computer Science or equivalent experience	244974
Program Manager	Demonstrated proficiency with administrative tools including MS Project; Experience with consistently successful integration of multi-site Avaya and non-Avaya based solutions with other vendor products and applications.	Oversees GLOBAL and complex integration projects including installations or systems additions. Provides total project leadership and is directly accountable for the project team's performance. Responsible for the planning activities to define milestones, reserve resources, coordination with multiple vendors/services providers, coordinating project activities, resource scheduling, contractual compliance, and customer satisfaction.	Bachelor's degree in Business or equivalent experience preferred. Completion of basic technical courses supporting the type of technology to be managed. Project Management (PMP) Certification (Awarded by the Project Mgt Institute - PMI)	244968
Strategic Communications Consultant	Experience across a broad range of technologies and best practices in voice, data, convergence and customer relationship management	Provides business operations and/or analytical support required to define a technology solution and implementation strategies that meet a business need.	Bachelor's degree required, MBA is highly desired At least 7 years of experience with specific responsibilities in one of the following areas: 1. Senior level telecommunications or call center consulting experience with a major consulting firm or IT vendor. 2. Experience in leading projects with Fortune 500 corporations in the areas of cost takeout, contact center optimization, carrier negotiation, telecom expense management, or business process optimization 3. Deployed and managed Cisco, Avaya, or Nortel IP Telephony	244969

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code
			4. Previously accountable for the productivity of the call center or business unit served by the contact center 5. Demonstrated thought leadership in the area of business processes, contact centers, or communications	
Technical Project Manager	Demonstrated proficiency with project management tools including MS Project	Responsible for the overall project plan, budget, structure, schedule and staffing requirements. Manages the integration of company products and/or systems at customer sites including but not limited to: 1. Contact Center products. 2. Unified Communications Products. 3. Mid Market Products.	Avaya Certified Associate (ACA) Certification in Communications Networking and Implementation. Master's Certificate in Project Management. Preferred: Project Management Professional (PMP) Certification (Awarded by Project Management Institute - PMI). Completion of basic technical courses supporting the type of technology to be managed including design analysis and implementation planning for IP Telephony and related messaging and Call Center Adjuncts.	244967
Technical Systems Integrator	Demonstrated proficiency in the successful implementation of Avaya based solutions	Evaluates and analyzes network performance to propose design and configuration requirements to meet the performance requirements of a converged network. Responsible for the remote or onsite implementation and integration support of Avaya products including but not limited to the following: 1. Interaction Center and CTI applications. 2. Interactive Response, Voice Portal, and Speech applications. 3. Contact Center reporting products (CMS, IQ, BCMR). 4. Proactive Contact (Outbound Dialer). 5. Meeting Exchange. 6. Applications Enablement	Masters in Science desired, Bachelor's degree preferred in CS or Engineering. Avaya and industry certifications are required.	244976

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code
		Services (AES).		

Travel and Lodging:

Travel and Lodging is charged in accordance with Federal Travel Regulations.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Avaya 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 procurement 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 Penny Judge at 908 953-7435 or email pjudge@avaya.com.

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Agency)

BPA # _____

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 Service 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 bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Part 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

(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 NUMBER/PART NUMBER SPECIAL BPA DISCOUNT/PRICE

2. Delivery:

DESTINATION	DELIVERY SCHEDULES/DATES
_____	_____
_____	_____
_____	_____

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

4. This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

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

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

   (a) Name of contractor;

   (b) Contract Number;

(c) BPA number;

(d) Model number or National Stock Number (NSN);

(e) Purchase order number;

(f) Date of purchase;

(g) Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of shipment

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

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

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

Ordering Activities 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.

PRICE LIST PREFACE

Section A – SIN 132-8, Purchase of Equipment

Section B – SIN 132-12, Maintenance and Repair

Section C – SIN 132-33, Perpetual Software License

Section D – SIN 132-34, Maintenance of Software

Section E – SIN 132-50, Training Courses for Information Technology Equipment and Software

Section F – SIN 132-51, Information Technology Professional Services

FOOTNOTE applicable globally throughout the price list - For additional, specific details (i.e. rates, quantities, and other conditions including section 508 information) regarding this service/product, please refer to the description found in browse and search at: http://www.avaya.com/gov/gsa