

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

**SIN 132-8 PURCHASE OF EQUIPMENT**

FSC CLASS 7010 - System Configuration  
- Other Systems Configuration Equipment, Not Elsewhere Classified:

FSC CLASS 5995 - Cable, Cord, And Wire Assemblies: Communications Equipment:  
- Communications Equipment Cables

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

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

**Accu-Tech Corporation**  
**200 Hembree Park Drive**  
**Roswell, GA 30076-4920**  
**800/490-4580**  
**www.accu-tech.com**

**Contract Number: GS-35F-0499N**

**Period Covered by Contract: April 10, 2003 December 9, 2008**

General Services Administration

Federal Supply Service

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

**Includes All Modifications Through Mod. PO-0177 effective July 10, 2008**

## **Table of Contents**

Page 1 - Information for Ordering Offices

Page 9 - Terms and Conditions Applicable to the Purchase of General Purpose IT  
Equipment (SIN 132-8)

Page 14 - USA Commitment to Promote Small Business Participation Procurement  
Programs

Page 15 - Blanket Purchase Agreement Information

Page 17 - Basic Guidelines for using “Contractor Team Agreement”

Page 18 - Pricing

INFORMATION FOR ORDERING OFFICES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal 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](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

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

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

**1. Geographic Scope of Contract:**

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

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

This Modification is for Contracts that do NOT incorporate Refresh #13 AND Refresh #14 changes..Modification Page 18 of 19

Offerors are requested to check one of the following boxes:

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

**2. Contractor's Ordering Address and Payment Information:**

**Ordering Address:**

Accu-Tech Corporation  
ATTN: Brian Michel  
1328 Charwood Road, Suite 600  
Hanover, MD 21076  
voice: 800/490-4580  
fax for ordering: 410/694-9737

**Payment Address:**

Accu-Tech Corporation  
ATTN: Jeff Rennie  
P.O. Box 100489  
Atlanta, GA 30384

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

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance: 800/490-4580

**3. Liability For Injury Or Damage**

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

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

Block 9: G. Order/Modification Under Federal Schedule  
Block 16: Data Universal Numbering System (DUNS) Number: 113284624  
Block 30: Type of Contractor - C. Large Business  
Block 31: Woman-Owned Small Business – No  
Block 36: Contractor's Taxpayer Identification Number (TIN): 58-1549426

- 4a. CAGE Code: 1Y421
- 4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB Destination**

**6. Delivery Schedule**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	30 Days

Expedited delivery is available from the Contractor at an additional cost. Please contact the Contractor for specific expedited delivery rates.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic

replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

- 7. Discounts:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
  - b. Quantity
  - c. Dollar Volume
  - d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
  - e. Other

**8. Trade Agreements Act of 1979, as amended:**

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

- 9. Statement Concerning Availability of Export Packing:** There are no special requirements regarding export packing under this Contract.

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

- 11. Maximum Order** (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:  
Special Item Number 132-8 - Purchase of Equipment

- 12. Use Of Federal Supply Service Information Technology Schedule Contracts.** In accordance with FAR 8.404:

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

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded

that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall-- Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

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

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors

to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

### **13. Federal Information Technology/Telecommunication Standards Requirements:**

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

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

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

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

**14. Security Requirements.**

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

**15. Contract Administration For Ordering Offices:**

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

**16. GSA Advantage!**

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: 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, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering office 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 office 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.

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).

**18. Contractor Commitments, Warranties And Representations**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

**19. Overseas Activities**

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

---

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

**20. Blanket Purchase Agreements (BPAs)**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

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

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be

open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

## **21. Contractor Team Arrangements**

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

## **22. Installation, Deinstallation, Reinstallation**

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

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

## **23. Section 508 Compliance**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: [www.accu-tech.com](http://www.accu-tech.com). The EIT standard can be found at: [www.Section508.gov/](http://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 a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the Agency 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.

**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 must satisfactorily perform the function for which it is intended.

**2. Order**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) 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. For credit card orders and BPAs, telephone orders are permissible.

**3. Transportation Of Equipment**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. Installation And Technical Services**

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

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

- c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the Government with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

## 5. Inspection/Acceptance

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any equipment that has been tendered for acceptance. The Government may require repair or replacement of nonconforming equipment at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## 6. Warranty

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

Manufacturer Warranties for products under this Contract are as follows:

**Hitachi Cable Manchester, Inc.** – Subject to the terms and conditions herein, Hitachi Cable Manchester, Inc. ("HCM") provides the following Category 3, Category 5e, Category 6, enhanced Category 6 and fiber optic cable (the "Cable") product warranty to the Government:

1. HCM Cables shall be free from defects in material and workmanship under normal use for a period of one (1) year from the date of manufacture ("Warranty Period").

2. HCM balanced twisted-pair cables shall comply with the applicable requirements of the TIA/EIA-568-B series of standards and addenda, the ISO/IEC 11801, 2<sup>nd</sup> edition standard, and published HCM performance specifications in effect at the date of manufacture. HCM fiber optic cables shall comply with the applicable requirements of the TIA/EIA-568-B series of standards and addenda, the ISO/IEC 11801, 2<sup>nd</sup> edition standard, Bellcore GR-409-CORE, and published HCM performance specifications in effect at the date of manufacture.

This warranty shall not apply to defects arising or resulting from or caused by: (a) improper installation, storage or handling; (b) accident, abuse, misuse, neglect, vandalism, or act(s) of God; or (c) any repair, alteration or modification not authorized, in writing, by HCM. As a further condition of its rights hereunder, the Government or its designee shall inspect the cable upon receipt. Upon discovery of an alleged defect covered under this warranty, the Government or its designee shall provide HCM with prompt and written notice of the same. Such notice must be received before the expiration of the warranty period. The Government shall allow HCM to investigate all non-classified installations and subsequent uses of the cable and investigate all claims of defective product to determine the extent, cause, and/or origin of alleged defects. Upon confirmation by HCM that the cable fails to conform as warranted above, HCM shall, at its option and expense, either repair or replace the defective cable. This warranty represents HCM's sole obligation and the Government's exclusive remedy with respect to the defective cable.

**Leviton Manufacturing Company, Inc.** – Leviton warrants to the original Government purchaser that the products sold under this contract are free of defects in workmanship and materials for one (1) year from the date of purchase. Leviton shall correct such defects by repair or replacement at its option if the product is returned prepaid with proof of purchase date to the

Leviton Manufacturing Company, Inc. (contact Contractor for address). This warranty does not cover labor for removal or reinstallation of the project, and is void on any product installed improperly or in an improper environment, misused or abused in any manner.

Leviton also offers a fifteen (15) year performance guarantee on its products. Leviton guarantees that products which are certified to a certain category and/or standard and are installed with the appropriate category-rated cable in strict compliance with the TIA/EIA 568A and 570 standards will perform to the specifications of that category at the time of installation for a period of fifteen (15) years. This guarantee covers the replacement of the product only. It does not cover labor for removal or reinstallation of the product, or any products not sold by Leviton and is void on any product installed improperly or in an improper environment, misused or abused in any manner. Documentation including date of purchase is required for any replacements under this guarantee. This guarantee is not transferable from original installation.

**Mohawk/CDT** – Mohawk/CDT warrants that, for a period of twenty-five (25) years from the date of warranty registration, all Mohawk/CDT products provided under this contract shall be free from defects in materials and workmanship and will meet or exceed specifications covering applications in a horizontal and backbone cabling system premises network link described in TIA/EIA 568-B as in effect on warranty registration date. Products covered under this warranty are all enhanced category products including Mohawk/CDT's Category 5e+ (MegaLan), Category 6, AdvanceNet and GigaLAN and all optical fiber products.

**Molex Premise Networks** – Molex Premise Networks warrants the following for a period of **twenty-five (25) years** from the date of registration of the Registration Certificate to the end user:

1. **Component Warranty:** All of the components of the Certified cabling System shall be free from Manufacturing defects in material or workmanship, under normal and proper usage.
2. **System Performance Warranty:** The links/channels of the Certified Cabling System will comply with the category of end-to-end performance to which the system is certified.
3. **Application Assurance Warranty:** The Certified Cabling System will be free from defects that prevent the operation of standards-based applications/protocols over the category of end-to-end performance to which the system is certified. The applications/protocols shall be those recognized by standards bodies IEEE, ANSI, ATM Forum and sanctioned specifically for transmission over the standard of cabling categories defined in TIA/EIA568-B.2 (May 2001), ISO/IEC 11801 and AS/NZS 3080:2000.

Repair or replacement of elements is the sole remedy available under this warranty. The warranty is limited to the original end user for whom the products were installed, and is non-transferable.

**Molex Certified Cabling System definition:** A Molex Premise Networks Certified Cabling System is defined as: An end-to-end Certified Cabling System comprised entirely of Molex Premise Networks approved passive connectivity products. This expressly excludes any active equipment, public network interface, or terminal equipment. The entire Certified Cabling System must be installed and commissioned by an authorized Molex Premise Networks Certified Installer. All equipment in the installation must have been installed and tested in adherence to the practices specified by Molex Premise Networks and industry-wide standards and complies with the registered category of end-to-end performance.

**Performance Commitment:** In the event of a Certified Cabling System failing any of the parameters described herein, Molex Premise Networks will determine its responsibilities under this warranty and provide the remedies promised herein. Any such replacement or repair shall be warranted under the terms of this warranty for the remainder of the term of this warranty. Where a non-performance is solely the result of the Certified Cabling System, the rectification of the

system shall be made at no cost to the end user. Molex Premise Networks will supply all components free of charge and pay labor costs (to installation companies of our choice) associated with system fault diagnosis and rectification. Performance commitments are as follows:

Components: If any components in the Certified Cabling System are determined to have failed, and prevent conveyance of electrical signals, we will repair or provide replacement product, at our sole discretion, for the Certified Cabling System to convey such signals.

System Performance: If the Certified Cabling System is found to be non-compliant to the category of end-to-end performance as originally certified (under standards-compliant test procedures), we will repair or provide replacement product, at our sole discretion, for the Certified Cabling System to comply with the certified end-to-end performance.

Application Assurance: If the Certified System prevents the end user from operating an industry standard application/protocol then we will diagnose and repair or provide replacement product at our sole discretion to ensure the effective transmission of the said application/protocol.

**Optical Cable Corporation** – Optical Cable Corporation warrants that all fiber optic cable(s) delivered will be free from defects in material and workmanship, and will conform to Optical Cable Corporation specifications in effect at the time of shipment. The terms, condition and limitations of this warranty are as follows:

For all fiber optic cable(s) found to be defective under the terms of this warranty, Optical Cable Corporation will (a) repair or provide replacement cables(s); and (b) pay the shipping cost for returning the defective cable(s) and for furnishing repaired or replacement cable(s).

Optical Cable Corporation will repair and furnish replacement cable(s) under this warranty if (a) Optical Cable Corporation receives, within **twelve (12) months** of the date Optical Cable Corporation originally shipped the cable(s) in question, a written statement setting forth the nature and suspected cause of the alleged deficiencies in the cable(s); (b) Optical Cable Corporation is given reasonable opportunity to inspect the installed cable(s) prior to removal for return to Optical Cable Corporation; (c) the cable(s) is/are returned to Optical Cable Corporation under a factory-issued Return Materials Authorization (RMA) number, transportation prepaid, for inspection at Optical Cable Corporation's factory; (d) Optical Cable Corporation testing and inspection disclose to the satisfaction of Optical Cable Corporation that the cable(s) is/are defective in material and/or workmanship; and (e) the cable(s) has/have not been subjected to misuse, improper installation, negligence or shipping damage.

**Superior Modular Products** – For P.15 products, Superior Modular Products certifies that all SMP Passive Category 5 Connecting Hardware conforms to current TIA/EIA-568-A Category 5 Connecting Hardware specifications. Superior Modular Products also ensures all passive SMP products will be free from defects in material and workmanship for at least **fifteen (15) years** from the date of purchase.

Superior Modular Products also offers a **twenty-five (25) year** certification to the same standards outlined above if the Superior Modular products are installed by a Multimedia Design and Integration Specialist (MDIS) certified installer. This guarantee covers all SMP products installed in a registered and validated installation.

**X-Mark/CDT** – X-Mark/CDT, Inc. (X-Mark/CDT) warrants that, for a period of one (1) year following the date of delivery to the original customer, the products that are offered for sale under this contract are free from defects in material and workmanship. The foregoing warranty is subject to the terms, limitations and conditions set forth below. X-Mark/CDT's sole liability

under this warranty will be to repair or replace, at its discretion, products which do not meet the specifications and descriptions provided by the manufacturer due to defects in material and workmanship. Repairs or adjustments under this warranty will be determined by X-Mark/CDT in its sole discretion. This warranty does not extend to any items that upon examination by X-Mark/CDT are deemed to have been misused, neglected, improperly treated, improperly installed, used in violation of instructions or specifications approved by X-Mark/CDT or otherwise handled, installed, shipped or used in violation of industry standards for metal fabrication and solid state electronic equipment. Electrical components, air conditioners, fan assemblies, blower units or other components not manufactured by X-Mark/CDT, but installed in X-Mark/CDT products, are excluded from this warranty. Only such warranty that may be offered to X-Mark/CDT's customers by the manufacturer of such items shall apply, subject to the terms, limitations and conditions thereof. X-Mark/CDT must approve the return of any products prior to such return.

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

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

#### **7. Purchase Price For Ordered Equipment**

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

#### **8. Responsibilities Of The Contractor**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

#### **9. Trade-In Of Information Technology Equipment**

When an agency determines that Information Technology equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

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

**PREAMBLE**

Accu-Tech Corporation provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

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

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

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

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

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

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Brian Michel at 800/490-4580; [brian.michel@accu-tech.com](mailto:brian.michel@accu-tech.com).



(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

## BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's 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.