



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE**

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

Available under this contract:

Special Item No. 132-8 Purchase Of Equipment

FSC CLASS 7010 - System Configuration

End User Computers/Desktop Computers

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

Communications Equipment Cables

**FSC CLASS 5810 - Communications Security Equipment And Components
Communications Security Equipment**

**FSC CLASS 5895 - Miscellaneous Communication Equipment
Miscellaneous Communications Equipment**

**Special Item No. 132-12 - Maintenance Of Equipment, Repair Service, And Repair
Parts/Spare Parts (FPDS Code J070 - Maintenance And Repair Service)(Repair
Parts/Spare Parts - See FSC Class For Basic Equipment)**

Maintenance

Repair Service

Repair Parts/Spare Parts

Special Item No. 132-33 Perpetual Software Licenses

**FSC Class 7030 - Information Technology Software Large Scale Computers
Communications Software**

Special Item No. 132-34 - Maintenance Of Software

**Special Item No. 132-50 Training Courses For Information Technology Equipment
And Software (Fpds Code U012).**

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

CONTRACTOR:

**Replay Systems, Inc.
6555 NW 9th Avenue, Suite 105
Fort Lauderdale, FL 33309**

Phone: 954-267-9199

Fax: 954-267-9184

www.replaysystems.com

Contract Number: GS-35F-0742V

Period Covered by Contract: September 30, 2009 through September 29, 2014

**General Services Administration
Federal Acquisition Service**

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

Table of Contents

INFORMATION FOR ORDERING ACTIVITIES	4
TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8).....	11
TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS (SPECIAL ITEM NUMBER 132-12).....	13
TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32).....	19
TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF SOFTWARE.....	19
TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING (SPECIAL ITEM NUMBER 132-50).....	23
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION.....	25
BEST VALUE BLANKET PURCHASE AGREEMENT.....	26
BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS	29
PRODUCT PRICING.....	30

**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the 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 Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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.

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:

Send Orders and Payments to:

**Replay Systems, Inc.
6555 NW 9th Avenue, Suite 105
Fort Lauderdale, FL 33309**

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

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Phone: 954-267-9199

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule: **70**
Block 16: Data Universal Numbering System (DUNS) Number: **008701401**
Block 30: Type of Contractor - **B. Small Business**
Block 31: Woman-Owned Small Business - **No**
Block 36: Contractor's Taxpayer Identification Number (TIN): **65-0705115**

4a. CAGE Code: 1M8B9

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)
SIN 132-8	30 Days
SIN 132-12	30 Days
SIN 132-33	30 Days
SIN 132-34	30 Days
SIN 132-50	30 Days

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

- a. Prompt Payment: **Net 30 Days**
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions- **Government Educational Institutions are offered the same discounts as all other Government customers.**
- e. Other- **None**

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Not available.

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 is as follows:

SIN	MOL
132-8	\$500,000
132-12	\$500,000
132-33	\$500,000
132-34	\$500,000
132-50	\$25,000

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication

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

20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

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

16. GSA ADVANTAGE!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: 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 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

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

This contract does not apply to overseas activities

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

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.replaysystems.com

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT
(SPECIAL ITEM 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. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment.

Replay Systems offers equipment which requires professional installation. Replay Systems offers onsite installation services per day plus travel expenses and remote installation services on an hourly charge basis. Prices for installation are included in the pricing section.

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 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.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity 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 ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its 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.

Replay Systems Standard Warranty

Replay Systems offers a 1 year onsite warranty on all of our systems, which provides for all parts, 24 X 7 telephone support, and onsite support Monday-Friday 8am – 5pm.

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 ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

**Replay Systems, Inc.
6555 NW 9th Avenue, Suite 105
Fort Lauderdale, FL 33309**

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal

property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

a. **The maintenance and repair service rates listed herein are applicable to any ordering activity location within the continental 48 states and the District of Columbia.** If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

**Replay Systems, Inc.
6555 NW 9th Avenue, Suite 105
Fort Lauderdale, FL 33309**

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 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 the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

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

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

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

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service

is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

Response time for non-contract customers within the service area will be 48 hours, Monday through Friday.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. **REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. **AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

Travel Labor Charge \$90.93/Hour for travel time

e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discount
_____ Units	None %

9. REPAIR SERVICE RATE PROVISIONS

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

(1) **AT THE CONTRACTOR'S SHOP**

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of __N/A__ per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

AND	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	_See note 1_	__\$186.64_	__N/A_	__N/A_
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	_See note 1_	__\$186.64_	__\$272.78_	__\$272.78_

**** SEE NOTE 2**

ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	__N/A_	__N/A_	__N/A_	__N/A_
--	--------	--------	--------	--------

NOTE 1 - *MINIMUM CHARGES INCLUDE 1 HOUR MINIMUM REGULAR / 2 HOUR MINIMUM AFTER HOURS, SUNDAYS AND HOLIDAYS. AFTER HOURS, SUNDAYS AND HOLIDAY SERVICE AVAILABLE FOR CONTRACT CUSTOMERS ONLY.

NOTE 2 - **IF AIRFARE IS REQUIRED TO SUPPORT A NON-CONTRACT CUSTOMER, ITEM RPL-TRAVEL-AIR MAY APPLY IN ADDITION TO THE RATES STATED ABOVE.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. **All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated January 1, 2009, at a discount of _1_% from such listed prices.**

Repair parts/spare parts may consist, in whole or in part, of new or refurbished items.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period 90 days..

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period one year.

Replay Systems Standard Warranty

Replay Systems offers a 90 day warranty on all repair/spare parts.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32) AND MAINTENANCE (SPECIAL ITEM NUMBER
132-34) OF SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity 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 software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

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

Replay Systems Standard Warranty

Replay Systems offers a 1 year onsite warranty on all of our systems, which provides 24 X 7 telephone support, and onsite support Monday-Friday 8am – 5pm.

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 ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **954-267-9199** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8 AM to 5 PM, Monday through Friday, Eastern time.**

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are

included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

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

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance 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, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

N/A- This contract does not offer Term Licenses

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount

equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

N/A- This contract does not offer Term Licenses

a. After a software product has been on a continuous term license for a period of _____* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

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 the Contractor, 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 the Contractor'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 the Contractor. 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 Contractor'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.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

Replay Systems does not offer Right-to-Copy pricing.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

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 training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor 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. The Contractor 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.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of 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. The Contractor 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. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. Replay Systems offers the following training courses.

Onsite Training – Replay Systems can customize onsite training to the specific needs of the customer. The training can be performed individually or by group.

Web Training – Replay Systems can customize web based training to the specific needs of the customer. The training can be performed individually or by group and can be done remotely via the web.

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. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Replay Systems, Inc. does not offer no-charge training

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

PREAMBLE

Replay Systems, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Scott Hurley**; **phone: 954-267-9199**; **fax: 954-267-9184**; **email: Scott.Hurley@ReplaySystems.com**

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

MODEL 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 a ordering activity requirements.

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

Replay Systems, Inc.

6555 NW 9th Avenue, Suite 105

Fort Lauderdale, FL 33309

Phone: 954-267-9199 Fax: 954-267-9184

www.replaysystems.com

Product Pricing

All hardware components must be purchased in a system configuration. Individual components may not be purchased separately unless part of a new system or upgrade to an existing system; Systems are not customer installable. Customer must purchase RPL-INSTALL-ONSITE or RPL-INSTALL-REMOTE with system.

Cybertech Products

SIN	Part #	Description	Net GSA Price
Myracle Baseboards including recording software			
132 8	C35202	Cybertech - Myracle, Short size PCI, Baseboard	\$1,659.88
132 8	C35751	Cybertech - Myracle, Short size PCI-E, Baseboard	\$1,659.88
132 8	C35752	Cybertech - Myracle, Medium size PCI-E, Baseboard	\$1,778.44
132 8	C35201	Cybertech - Myracle, Full size PCI, Baseboard	\$1,897.00
132 8	C35753	Cybertech - Myracle, Full size PCI-E, Baseboard	\$1,897.00
Pro Baseboards including recording software			
132 8	C35204	Cybertech - Pro, Short size PCI, Baseboard	\$4,007.42
132 8	C35861	Cybertech - Pro, Short size PCI-E, Baseboard	\$4,007.42
132 8	C35862	Cybertech - Pro, Medium size PCI-E, Baseboard	\$4,125.98
132 8	C35203	Cybertech - Pro, Full size PCI, Baseboard	\$4,244.54
132 8	C35863	Cybertech - Pro, Full size PCI-E, Baseboard	\$4,244.54
Channel modules NOT including channel licences			
132 8	C35207	Cybertech - 8 ch. Analog Parallel, Module	\$154.13
132 8	C35208	Cybertech - 8 ch. Analog+Beep Tone Parallel, Module	\$165.99
132 8	C35205	Cybertech - 8 ch. Digital Parallel, Module	\$130.42
132 8	C35206	Cybertech - 4 ch. Digital Serial, Module	\$130.42
132 8	C35209	Cybertech - 32 ch. E1/T1, Module	\$130.42
132 8	C35210	Cybertech - 32 ch, PCM32, Module	\$130.42
Channel licences for modules (MYRACLE)			
132 33	C35225	Cybertech - 4 ch. Analog recording license	\$1,036.58
132 33	C35222	Cybertech - 8 ch. Analog recording license	\$2,083.32
132 33	C35223	Cybertech - 8 ch. Analog+Beep Tone recording license	\$2,205.27
132 33	C35226	Cybertech - 4 ch. Digital parallel recording license	\$1,319.09
132 33	C35220	Cybertech - 8 ch. Digital parallel recording license	\$2,649.37
132 33	C35221	Cybertech - 4 ch. Digital serial recording license	\$1,229.66
132 33	C35227	Cybertech - 8 ch. E1/T1 recording license	\$2,466.10
132 33	C35224	Cybertech - 32 ch. E1/T1 recording license	\$9,586.98

132 33	C35228	Cybertech - 32 ch. PCM32 recording license	\$9,586.98
132 33	C34364	Cybertech - Myracle, VoIP license, per channel	\$367.54
132 33	C34365	Cybertech - Myracle, VoIP G.729A, license per channel	\$26.08
132 33	C35526	Cybertech - Myracle, VoIP channel monitoring, license per channel	\$71.14
		Channel licenses for modules (PRO)	
132 33	C35235	Cybertech - 4 ch. Analog recording license	\$691.05
132 33	C35232	Cybertech - 8 ch. Analog recording license	\$1,388.88
132 33	C35233	Cybertech - 8 ch. Analog +Beep Tone recording license	\$1,470.18
132 33	C35236	Cybertech - 4 ch. Digital parallel recording license	\$1,319.09
132 33	C35230	Cybertech - 8 ch. Digital parallel recording license	\$2,649.37
132 33	C35231	Cybertech - 4 ch. Digital serial recording license	\$1,229.66
132 33	C35237	Cybertech - 8 ch. E1/T1 recording license	\$2,466.10
132 33	C35234	Cybertech - 32 ch. E1/T1 recording license	\$9,586.98
132 33	C35238	Cybertech - 32 ch. PCM32 recording license	\$9,586.98
132 33	C34366	Cybertech - Pro, VoIP license, per channel	\$367.54
132 33	C34367	Cybertech - Pro, VoIP G.729A, license per channel	\$26.08
132 33	C35531	Cybertech - Pro, VoIP channel monitoring, license per channel	\$71.14
		Software Licenses for Baseboards	
132 33	C35332	Cybertech - Upgrade to Pro software, license per baseboard	\$2,399.71
132 33	C35333	Cybertech - Software Upgrade license to Release 5, per channel	\$18.50
		Incident Replay Application	
132 33	C34302	Cybertech - Incident Replay Application - 1 USB dongle with 1 license	\$338.75
		Screen Recording	
132 33	C35920	Cybertech - Screen Recording - Base license, up to 8 workstation	\$2,466.10
132 33	C35921	Cybertech - Screen Recording - Additional license for 1 workstation	\$154.13
		Evaluation Application	
132 33	C35930	Cybertech - Evaluation Application - Base license, up to 8 agents	\$2,466.10
132 33	C35931	Cybertech - Evaluation Application - Additional license for 1 agent	\$154.13
		CDR Server Software	
132 33	C34370	Cybertech - Myracle, CDR software for Nortel, per server	\$1,695.45
132 33	C34320	Cybertech - Pro, CDR software for Nortel, per server	\$2,543.17
132 33	C34371	Cybertech - Myracle, CDR software for Alcatel, per server	\$1,695.45
132 33	C34344	Cybertech - Pro, CDR software for Alcatel, per server	\$2,543.17
132 33	C34372	Cybertech - Myracle, CDR software for Ericsson, per server	\$1,695.45
132 33	C34345	Cybertech - Pro, CDR software for Ericsson, per server	\$2,543.17
132 33	C34373	Cybertech - Myracle, CDR software for Mitel, per server	\$1,695.45
132 33	C34348	Cybertech - Pro, CDR software for Mitel, per server	\$2,543.17
132 33	C34363	Cybertech - Myracle, CDR software for IPC, per server	\$1,695.45
132 33	C34309	Cybertech - Pro, CDR software for IPC, per server	\$2,543.17
132 33	C34909	Cybertech - Myracle, CDR software for Etrali, per server	\$1,695.45
132 33	C34809	Cybertech - Pro, CDR software for Etrali, per server	\$2,543.17

132 33	C34349	Cybertech - Myracle, CDR software for Cisco SCCP, per server	\$1,695.45
132 33	C34350	Cybertech - Pro, CDR software for Cisco SCCP, per server	\$2,543.17
132 33	C34351	Cybertech - Myracle, CDR software for ANI/ALI, per server	\$1,695.73
132 33	C34352	Cybertech - Pro, CDR software for ANI/ALI, per server	\$2,542.88
132 33	C34353	Cybertech - Myracle, CDR software for Generic SMDR per server	\$1,695.73
132 33	C34354	Cybertech - Pro, CDR software for Generic SMDR per server	\$2,542.88
132 33	C34355	Cybertech - Myracle, CDR software for Windows Client per server	\$1,695.73
132 33	C34356	Cybertech - Pro, CDR software for Windows Client per server	\$2,542.88
CTI Server Software - for Radio systems			
132 33	C34303	Cybertech - Pro, CTI Server softw. Motorola ATIA, per server	\$12,715.85
132 33	C34305	Cybertech - Pro, CTI Server softw. EADS TCS , per server	\$12,715.85
132 33	C34307	Cybertech - Pro CTI Server softw. EADS ESF, per server	\$12,715.85
132 33	C34325	Cybertech - Pro, CTI software, EADS Dynamic TCS, initial 64 targets	\$12,715.85
132 33	C34326	Cybertech - Pro, CTI software, EADS Dynamic TCS, addition. 64 targets	\$1,695.45
132 33	C34327	Cybertech - Pro, CTI software, EADS Dynamic ESF, initial 64 targets	\$12,715.85
132 33	C34328	Cybertech - Pro, CTI software, EADS Dynamic ESF, addition. 64 targets	\$1,695.45
132 33	C34330	Cybertech - Pro, CTI softw. EADS Status/SDS, for group calls	\$5,934.06
132 33	C34329	Cybertech - Pro, CTI softw. EADS Status/SDS, for individual calls	\$5,934.06
CTI Server Software - for Active VoIP recording			
132 33	C34360	Cybertech - Myracle, CTI Server softw. Nortel active VoIP recording	\$5,086.34
132 33	C34380	Cybertech - Pro, CTI Server softw. Nortel active VoIP recording	\$8,477.23
132 33	C34361	Cybertech - Myracle, CTI Server softw. Avaya active VoIP recording	\$5,086.34
132 33	C34381	Cybertech - Pro, CTI Server softw. Avaya active VoIP recording	\$8,477.23
132 33	C34362	Cybertech - Myracle, CTI Server softw. Mitel active VoIP recording	\$5,086.34
132 33	C34382	Cybertech - Pro, CTI Server softw. Mitel active VoIP recording	\$8,477.23
CTI Server Software			
132 33	C34374	Cybertech - Myracle, CTI Server softw. BT/ITS link, per server	\$5,086.34
132 33	C34321	Cybertech - Pro, CTI Server softw. BT/ITS link, per server	\$8,477.23
132 33	C3432M	Cybertech - Myracle, CTI Server softw. Siemens CAP Server, per server	\$5,086.34
132 33	C3432P	Cybertech - Pro, CTI Server softw. Siemens CAP server, per server	\$8,477.23

All hardware components must be purchased in a system configuration. Individual components may not be purchased separately unless part of a new system or upgrade to an existing system; Systems are not customer installable. Customer must purchase RPL-INSTALL-ONSITE or RPL-INSTALL-REMOTE with system.

Futurenet Products

SIN	Part #	Description	Net GSA Price
132-8	FUT-DIA-4P	Futurenet - Dialogic Voice Card (4 ports D41JCT-LSU, includes license fee)	\$3,142.61
132-8	FUT-DIA-12P	Futurenet - Dialogic Voice Card (12 ports D120JCT-LSU, includes license fee)	\$9,208.59
132-33	FUT-IVO-MC8P	Futurenet - iVoice Management Console License (Up to 8 ports)	\$3,536.33
132-33	FUT-IVO-MC16P	Futurenet - iVoice Management Console License (Up to 16 ports)	\$6,188.57
132-33	FUT-IVO-MC36P	Futurenet - iVoice Management Console License (Min 16, Up to 36 ports)	\$10,019.59
132-33	FUT-IVO-MCUNL	Futurenet - iVoice Management Console License (No limit on ports)	\$14,439.99
132-33	FUT-IRECORDER	Futurenet - iRecorder	\$255.40
132-33	FUT-DICT-POCKETPC	Futurenet - Handheld Dictation Software for Pocket PC	\$127.70
132-33	FUT-JP-SMCLIENT	Futurenet - JobPoster Software for Upload Voice to Server (Small Client)	\$1,178.78
132-33	FUT-JP-ENTERPRISE	Futurenet - JobPoster Software for Upload Voice to Server (Enterprises version)	\$1,964.63
132-33	FUT-JP-IND	Futurenet - JobPoster Software for Upload Voice to Server (individual version)	\$255.40
132-33	FUT-JG-ENTERPRISE	Futurenet - JobGrabber Software for Voice File Exporting (Enterprises Version)	\$3,536.33
132-33	FUT-IG-8U	Futurenet - iGateway Voice Transfer on Internet/Intranet (Up to 8 users)	\$1,178.78
132-33	FUT-IG-16U	Futurenet - iGateway Voice Transfer on Internet/Intranet (Up to 16 users)	\$1,964.63
132-33	FUT-IG-32U	Futurenet - iGateway Voice Transfer on Internet/intranet (up to 32 users)	\$3,536.33
132-33	FUT-IG-64U	Futurenet - iGateway Voice Transfer on Internet/intranet (up to 64 users)	\$7,072.65
		Transcription Software	
		Transcription Server Software	
132-33	FUT-IM-16P	Futurenet - iManager/iServer Document Management License (Up to 16 Ports)	\$6,188.57
132-33	FUT-IM-36P	Futurenet - iManager/iServer Document Management License (Up to 36 Ports)	\$10,019.59
132-33	FUT-IM-UNL	Futurenet - iManager/iServer Document Management License (No limit on Ports)	\$14,439.99
132-33	FUT-BATFAX	Futurenet - Batch FAXING License with Garmalink Fax Card	\$3,457.74
132-33	FUT-BATEMAIL	Futurenet - Batch Email License	\$2,711.18
132-33	FUT-BATPRINT	Futurenet - Batch Printing License	\$2,711.18
132-33	FUT-TRANS-SETUP	Futurenet - Transcription Templates Setup (First 25)	\$3,929.25

132-33	FUT-TRANS-ADD	Futurenet - Additional Transcription Template	\$196.46
Transcription Station Software			
132-33	FUT-IPLAYER	Futurenet - iPlayer Software	\$255.40
132-33	FUT-ITYPE	Futurenet - iType Software	\$282.91
132-33	FUT-ITEXT	Futurenet - iText Word/Text Expander	\$114.93
Interfaces for Text & Image			
HL-7 Interface			
132-33	FUT-2WAYIF	Futurenet - Two Way Interface (each)	\$11,787.75
132-33	FUT-1WAYIF	Futurenet - One Way Interface (each)	\$5,893.88
	FUT-DICIF	Futurenet - DICOM Interface	
132-33	FUT-DIC3.0IF	Futurenet - DICOM 3.0 Interface	\$11,787.75
Web-CPR Software Module License			
132-33	FUT-CPR-50U	Futurenet - Server Software for document distribution (includes first 50 users)	\$35,363.25
132-33	FUT-CPR-200U	Futurenet - User Group 1 (1-200 users)	\$62,868.00
132-33	FUT-CPR-500U	Futurenet - User Group 2 (1-500 users)	\$74,655.75
132-33	FUT-CPR-500+	Futurenet - User Group 3 (500 users or more)	\$94,302.00
132-33	FUT-CPR-IND-BETGRP	Futurenet - Individual user license between groups	\$785.85
Microsoft 2000			
132-33	FUT-MS2000-5U	Futurenet - 5 Users	\$1,277.01
132-33	FUT-MS2000-10U	Futurenet - 10 Users	\$1,866.39
132-33	FUT-MS2000-25U	Futurenet - 25 Users	\$3,929.25
132-33	FUT-MS2000-50U	Futurenet - 50 Users	\$7,858.50
132-33	FUT-MS2000-ENTERPRISE	Futurenet - Enterprise Wide License	
MS SQL Server 2000			
132-33	FUT-MSSQL2000-5U	Futurenet - 5 User	\$1,473.47
132-33	FUT-MSSQL2000-10U	Futurenet - 10 User	\$1,964.63
132-33	FUT-MSSQL2000-25U	Futurenet - 25 User	\$7,858.50
132-33	FUT-MSSQL2000-50U	Futurenet - 50 User	\$10,805.44
132-33	FUT-MSSQL2000-ENTERPRISE	Futurenet - Enterprise Wide License	\$28,487.06
132-33	FUT-MSWORD2000	MS Word 2000 (for Transcription Server)	\$245.58
132-33	FUT-PCANYWHERE-FULL	Futurenet - PC Anywhere Full Version - (Required - 1 PER SERVER)	\$157.17
HARDWARE			
Compaq dictation/transcription/database/web-cpr servers			
132-8	FUT-CP-DICT-2URAIID1	Futurenet - Compaq 2U RAID1 Dictation Server	\$6,129.63

		Hardware	
132-8	FUT-CP-DICT-2URAI5	Futurenet - Compaq 2U RAID5 Dictation Server Hardware	\$7,662.04
132-8	FUT-CP-TRANS-2URAI5	Futurenet - Compaq 2U RAID5 Transcription Server Hardware	\$7,968.52
132-8	FUT-CP-DB-2URAI5	Futurenet - Compaq 2U RAID5 Database Server Hardware	\$7,968.52
132-8	FUT-CP-CPR-2URAI5	Futurenet - Compaq 2U RAID5 Web-CPR Server Hardware	\$9,398.77
132-8	FUT-CP-DICT-4URAI1	Futurenet - Compaq 4U RAID1 Dictation Server Hardware	\$6,640.43
132-8	FUT-CP-DICT-4URAI5	Futurenet - Compaq 4U RAID5 Dictation Server Hardware	\$7,968.52
132-8	FUT-CP-TRANS-4URAI5	Futurenet - Compaq 4 U RAID5 Transcription Server Hardware	\$8,377.16
132-8	FUT-CP-DB-4URAI5	Futurenet - Compaq 4U RAID5 Database Server Hardware	\$8,377.16
132-8	FUT-CP-CPR-4URAI5	Futurenet - Compaq 4U RAID5 Web-CPR Server Hardware	\$9,807.41
	<u>Dell dictation/transcription/database/Web-CPR servers</u>		
132-8	FUT-DELL-DICT-2URAI1	Futurenet - Dell 2U RAID1 dictation servers	\$5,108.03
132-8	FUT-DELL-DICT-2URAI5	Futurenet - Dell 2U RAID5 Dictation Server Hardware	\$5,925.31
132-8	FUT-DELL-TRANS-2URAI5	Futurenet - Dell 2U RAID5 Transcription Server Hardware	\$6,129.63
132-8	FUT-DELL-DB-2URAI5	Futurenet - Dell 2U RAID5 Database Server Hardware	\$6,129.63
132-8	FUT-DELL-CPR-2URAI5	Futurenet - Dell 2U RAID5 Web-CPR Server Hardware	\$7,355.56
132-8	FUT-DELL-DICT-4URAI5	Futurenet - Dell 4U RAID5 Dictation Server Hardware	\$7,968.52
132-8	FUT-DELL-TRANS-4U	Futurenet - Dell 4U Transcription Server Hardware	\$8,377.16
132-8	FUT-DELL-DB-4U	Futurenet - Dell 4U Database Server Hardware	\$8,377.16
132-8	FUT-DELL-CPR-4U	Futurenet - Dell 4U Web-CPR Server Hardware	\$9,807.41
	<u>Dictation Devices</u>		
132-8	FUT-PHIL-DICTSTN	Futurenet - Philips Dictation Station	\$605.10
132-8	FUT-PHIL-DICTSTN_BCR	Futurenet - Philips Dictation Station with Bar Code Reader	\$1,168.95
132-8	FUT-PHIL-DICSTN_FP	Futurenet - Philips Dictation Station with Foot Pedal	\$776.03
132-8	FUT-PHIL-SPEECHMIK	Futurenet - Philips SpeechMike Pro	\$159.53
132-8	FUT-PHIL-SPEECHMIK_USB	Futurenet - Philips SpeechMike Pro-USB	\$198.03
132-8	FUT-PHIL-SPEECHMIK_BC	Futurenet - Philips SpeechMikie Pro Barcode	\$902.16
132-8	FUT-PHIL-SPEECHMIK_BCUSB	Futurenet - Philips SpeechMike Pro Barcode-USB	\$1,118.66
132-8	FUT-DICT-SCOTCHBOX	Futurenet - Hardwired Scotchbox for Dictation Station	\$171.90

	Transcription Hardware		
132-8	FUT-PHIL-TRANSSTN	Futurenet - Philips Transcribe Station	\$605.10
132-8	FUT-COMPHEADSET	Futurenet - Computer Headset	\$38.51
132-8	FUT-FOOTPEDAL	Futurenet - Foot Pedal	\$94.30

All hardware components must be purchased in a system configuration. Individual components may not be purchased separately unless part of a new system or upgrade to an existing system; Systems are not customer installable. Customer must purchase RPL-INSTALL-ONSITE or RPL-INSTALL-REMOTE with system.

VPI Products

SIN	Part #	Description	Net GSA Price
132 33	VP-AVSW	VPI - Activ! Voice Recording License. Per Activated Channel.	\$346.56
132 33	VP-AVoIPSW	VPI - Activ! Voice VoIP Interface license. Soft RTP license. Per Activated Channel. Required for all IPX-30b and IPX-30i interfaces	\$24.75
132 33	VP-AVSA	VPI - Activ! Voice Server Activation License	\$2,888.00
132 33	VP-AVSW-RDT	VPI - Activ! Voice Recording License for Redundant Systems. Per Activated Channel.	\$202.16
132 33	VP-Activ!VIQ	VPI - Voice Recording, Agent Evaluation. Per Seat	\$437.33
132 33	VP-Activ!VIQDB	VPI - Voice Recording, Agent Evaluation and Quality Management Dashboards. Per Seat	\$486.83
132 33	VP-Activ!VIQ-Intel	VPI - Voice Recording, Agent Evaluation and fully licensed Dashboards. Per Seat License	\$618.86
132 33	VP-Activ!Suite	VPI - Voice Recording, Screen Recording and Agent Evaluation. Per Seat License	\$511.59
132 33	VP-Activ!IC	VPI - Fully licensed Dashboards with integrated Coaching. Per Seat License	\$371.31
132 33	VP-Activ!VIQDBC	VPI - Voice Recording, Agent Evaluation, Quality Management Dashboards and Integrated Coaching. Per Seat License	\$627.11
132 33	VP-Activ!VIQVWIC	VPI - Voice & Screen Recording, Agent Evaluation and fully licensed Dashboards and integrated coaching. Per Seat License	\$858.15
132 33	VP-Intelligence	VPI - Fully licensed Dashboards and Scorecards. Requires data connectors for each data source (PBX, ACD, WFM, CRM, etc...). Per Seat License	\$247.54
132 33	VP-Coaching	VPI - Integrated Coaching solution. Per Seat License. Does not include authoring tool.	\$247.54
132 33	VP-QM Dashboard	VPI - Quality Management Dashboard and Scorecard. Per Seat. Includes Data Connector to Activ! IQ	\$61.89
132 33	VP-IntelligenceSL	VPI - Activ! Intelligence Server Activation License. Per Processor	\$12,377.14
132 33	VP-DataConnectors	VPI - Activ! Intelligence Data Connectors. Per Data Source	\$8,251.43
132 33	VP-IQ	VPI - Activ! IQ Agent Evaluation License. Per Seat	\$173.28
132 33	VP-IQSL	VPI - Activ! IQ Agent Evaluation Server License. Per Server	\$2,062.86
132 33	VP-VW	VPI - Activ! View Host License. Per Recorded Desktop	\$148.53

132 33	VP-VWSL	VPI - Activ! View Screen Capture Server License. Per Server	\$2,062.86
132 33	VP-DCHL	VPI - D-Channel Monitoring channel manager. Licensed per activated digital recording channel.	\$24.75
132 33	VP-RCCM	VPI - Remote Control channel manager (include record on demand). Licensed per activated recording channel that utilizes this trigger	\$41.26
132 33	VP-CTICM	VPI - CTI channel manager - SW Only. Licensed per server. Requires VP-CTISL. Does not include licensing that may be required from switch manufacturer.	\$2,475.43
132 33	VP-CTISL	VPI - CTI Site License - SW Only. Licensed per site. Requires channel manager. Does not include licensing that may be required from switch manufacturer.	\$10,726.85
132 33	VP-Detrunk-Zone	VPI - Motorola De-trunking Channel Manager for Smart Zone Systems. SW Only.	\$20,628.56
132 33	VP-Detrunk-Net	VPI - Motorola De-trunking Channel Manager for Smart Net Systems. SW Only.	\$10,314.28
132 33	VP-Detrunk-Net2	VPI - Motorola De-trunking data capture integration. SW Only.	\$6,188.57
132 33	VP-MSS	VPI - Voice Recording Multi-Server Support. Per recording server in excess of 1	\$3,300.57
132 33	VP-LMP	VPI - Live Monitoring over phone lines. Per Dedicated Analog Channel	\$41.26
132 33	VP-LML	VPI - Live Monitoring over LAN. Per Simultaneous Session. Requires Rich Client	\$41.26
132 33	VP-PP	VPI - Perishable Pin Feature. Per Dedicated Analog Channel	\$41.26
132 33	VP-RP	VPI - Remote Playback Feature. Per Dedicated Analog Channel	\$41.26
132 33	VP-IR	VPI - Instant Recall from Workstation. Price per workstation.	\$412.57
132 33	VP-CLIENT-AV	VPI - Client application for Search & Playback.	\$660.11
132 33	VP-CLIENT-AIQ	VPI - Client application for Agent Evaluation (Activ!IQ Supervisor License)	\$825.14
132 33	VP-AWCLIENT	VPI - Enables Activ!Web Client for browser access to Voice Print server.	\$4,125.71
132 33	VP-Login	VPI - Enables Activ! Voice to capture agent and associate that data with call files via work station log-in. Requires each agent has unique agent log-in name & password. Per workstation.	\$20.63
132 33	VP-Append	VPI - Flag or add comments to a live call. Per workstation	\$20.63
132 33	VP-AXDEV	VPI - VPI's API kit. Does NOT include support or services with regards to toolkit. Services can be purchased for support on custom development	\$4,125.71
132 33	VP-CMD	VPI - Record on Demand. PER USER. All other channels will be in vox recording mode.	\$412.57

132 33	VP-MPD	VPI - Multi-Playback Device Application	\$412.57
132 33	VP-PSAP	VPI - Public Safety Enhanced Feature Set Package	\$2,062.86
132 33	VPB-CH-1	VPI - Beep tone activation, charge per analog channel.	\$41.26
132 33	VP-CID1	VPI - Caller ID Activation, price per channel. Can only be utilized on analog channels.	\$41.26
132 33	VP-RNMS	VPI - Remote Network Monitoring Software. Must run on a computer on the same network as Voice Print server(s)	\$536.34
132 33	VP-S	VPI - Voice Print Select (Scheduler)	\$8,251.43
132 33	VP-VRA	VPI - Variable Retention Archive Feature	\$4,125.71
132 8	VP-Digital-8	VPI - 8 Port Digital Interface Card.	\$2,090.36
132 8	VP-Digital-16	VPI - 16 Port Digital Interface Card.	\$3,410.59
132 8	VP-Digital-24	VPI - 24 Port Digital Interface Card.	\$4,432.19
132 8	VP-Analog-8	VPI - 8 Port Analog Interface Card.	\$1,335.95
132 8	VP-Analog-16	VPI - 16 Port Analog Interface Card.	\$2,546.15
132 8	VP-Analog-24	VPI - 24 Port Analog Interface Card.	\$3,583.48
132 8	VP-Contact-48	VPI - Contact Closure Interface Card. Supports up to 48 interface channels.	\$1,493.12
132 8	VP-T1/E1-1	VPI - Single Span T1 / E1 / PCM 32 Interface Card.	\$3,992.12
132 8	VP-T1/E1-2	VPI - Dual Span T1 / E1 / PCM 32 Interface Card.	\$6,003.89
132 8	VP-IPX-30b	VPI - Base VoIP interface board - supports up to 30 sessions (1 Per Server Required)	\$1,335.95
132 8	VP-IPX-30i	VPI - Incremental VoIP interface - for incremental 30 sessions . Each base unit can accommodate a maximum of 480 sessions.	\$707.27
132 8	VP-RTS	VPI - RTS Interface Box. Order one box for every 24 channels when interfacing with the following PBX: Mitel SX 2000; Rolm 9751 CVX; Avaya Index	\$471.51
132 8	VP-MITEL	VPI - Direct Digital Integration to the Mitel SX 2000. Per channel.	\$62.87

Replay Systems – Installation, Maintenance and Training

SIN	Part #	Description	Unit	Net GSA Price
Installation				
132 8	RPL-INSTALL-ONSITE	Replay Systems onsite installation services per day plus travel expenses	Per Day	\$1,722.83
132 8	RPL-INSTALL-REMOTE	Replay Systems remote installation services per hour	Per Hour	\$186.64
Maintenance				
132 12	RPL-MAINT-LEVEL 2	Replay Service Agreement - Level 2 (telephone support 24x7 plus parts)	Annual	9.52%
132 12	RPL-MAINT-LEVEL 3	Replay Service Agreement - Level 3 (onsite M-F, 8-5, telephone support 24x7, plus parts)	Annual	14.29%
132 12	RPL-MAINT-LEVEL 3E	Replay Service Agreement - Level 3E - Telephone support 24x7, parts and Onsite Extended, Monday – Friday, 8:00am to 8:00pm	Annual	18.10%
132 12	RPL-MAINT-LEVEL 4	Replay Service Agreement - Level 4 (Onsite and telephone support 24x7, plus parts)	Annual	23.81%
132 12	RPL-T&M-BUS	Replay Systems labor during business hours (M-F, 8-5) - 1 hour minimum	hour	\$186.64
132 12	RPL-T&M-AFTER	Replay Systems labor after business hours, weekends, and holidays - 3 hour minimum - available for contract customers only	hour	\$272.78
132 12	RPL-TRAVEL	Replay Systems Travel Labor Rate	hour	\$90.93
132 12	RPL-TRAVEL AIR	Replay Systems Air Travel Charge - applies if airfare is required to support level 3, level 3E, or level 4 customer	each	\$1,722.83
Software Maintenance				
132 34	RPL-MAINT-LEVEL 1	Replay Service Agreement - Level 1 (telephone support 24x7 and 35% discount on parts)	Annual	4.76%
Training				
132 50	RPL-TRAINING-ONSITE	Replay Systems onsite training per day plus travel expenses	Per Day	\$1,722.83
132 50	RPL-TRAINING-WEB	Replay Systems web training per day	Per Day	\$861.41