

# **Systems Atlanta, Inc. (SAI)**

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

## **GENERAL SERVICES ADMINISTRATION, FEDERAL ACQUISITION SCHEDULE**

**CONTRACT NUMBER: GS-35F-0332Y**

**DUNS: 096627781**

**PERIOD OF PERFORMANCE: 04/09/12 – 04/08/2017**

**Systems Atlanta, Inc.  
1100 Cobb International Place NW  
Kennesaw, GA 30152**

**Tyler H. Dobson – Program Manager  
Phone: 770-928-0240 Ext 7211  
Fax: 770-928-9396  
Email: [tyler.dobson@sysatl.com](mailto:tyler.dobson@sysatl.com)**

**Louann Tracey – Contract Manager  
Phone: 770-928-0240 Ext 7216  
Fax: 770-928-9396  
Email: [Louann.tracey@sysatl.com](mailto:Louann.tracey@sysatl.com)**

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage!. Agencies can browse GSA Advantage! By accessing the GSA's Home Page via the internet at <http://www.gsa.gov>, or by accessing SAI's GSA Home Page at <http://www.sysatl-gsa.com>.

For Special Item Numbers (SINs) please see the next page.

Pricelist current through  
Effective date 07/24/15  
Mod: PA-0006

**AUTHORIZED FEDERAL ACQUISITION SCHEDULE INFORMATION  
TECHNOLOGY SCHEDULE PRICELIST**

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

**Note:** Systems Atlanta, Inc. wishes to participate under the Cooperative Purchasing and Recovery Purchasing programs. The following SINs are available to state and local governments:

Special Item No. 132-8 Purchase of New Equipment  
Special Item No. 132-12 Equipment Maintenance  
Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software as a Service  
Special Item No. 132-50 Training Courses

**SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT**

**FSC CLASS 7010 - SYSTEM CONFIGURATION**

End User Computers/Desktop Computers  
Professional Workstations  
Servers  
Laptop/Portable/Notebook Computers

**FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES**

Printers  
Display  
Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens  
Network Equipment  
Optical Recognition Input/Output Devices

Y Installation (FPDS Code N070) for Equipment Offered

Y Deinstallation (FPDS N070 and N058)

Y Reinstallation (FPDS N070 and N058)

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

**SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE**

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

Y Maintenance

**SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES**

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.

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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.

**FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE**

Large Scale Computers  
Application Software  
Microcomputers  
Application Software

NOTE: 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>.

**SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE**

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

**SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)**

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

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**SPECIAL NOTICE TO AGENCIES:**

<b>USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS</b>
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**PREAMBLE**

Systems Atlanta, 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 Tyler H. Dobson, Phone:770-928-0240 Ext.7211 or e-mail: [tdobson@satsatl.com](mailto:tdobson@satsatl.com).

**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!<sup>TM</sup> on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) 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.

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<b>INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS</b>
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**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:**

**Systems Atlanta, Inc.  
1100 Cobb International Place NW  
Kennesaw, GA 30152-7618**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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: 770-928-0240 Ext.7202**

**Fax: 770-928-9396**

### 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 Contract  
Block 16: Data Universal Numbering System (DUNS) Number: **096627781**  
Block 30: Type of Contractor: **Other Small Business**  
Block 31: Woman-Owned Small Business - **No**  
Block 37: Contractor's Taxpayer Identification Number (TIN): **58-1390175**  
Block 40: Veteran Owned Small Business (VOSB): **none**

4a. CAGE Code: **0GBP7**

4b. Contractor **has** registered with the Central Contractor Registration Database.

### 5. FOB DESTINATION

**The 48 contiguous states and the District of Columbia**

### 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)
<b><u>132-8</u></b>	<b><u>30</u></b> Days
<b><u>132-12</u></b>	<b><u>30</u></b> Days
<b><u>132-33</u></b>	<b><u>30</u></b> Days*
<b><u>132-34</u></b>	<b><u>30</u></b> Days
<b><u>132-50</u></b>	<b><u>30</u></b> Days

\*The software solutions provided under SIN 132-33 require specific location, network and configuration information from the end-customer in order for the IDS5 system to be ordered, staged, configured, tested and delivered. Due to the customized nature of the software provided by Systems Atlanta, Inc., delivery times for SIN 132-33 are estimated at 90 days. More definitive delivery time frames will be negotiated at the Task Order level.

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.

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**7. DISCOUNTS:**

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: % - days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: none
- c. Dollar Volume: none
- d. Other Special Discounts (i.e. Government Education Discounts, etc.): 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:**

**10. Small Requirements:** The minimum dollar of orders to be issued is \$100.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment  
Special Item Number 132-12 - Equipment Maintenance  
Special Item Number 132-33 - Perpetual Software Licenses  
Special Item Number 132-34 - Maintenance of Software as a Service

- b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

**13. FEDERAL INFORMATION TECHNOLOGY/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.

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**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.

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- (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.gsaadvantage.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. 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.

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**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.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

**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:

**Not Applicable**

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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.

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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 or 132-9.

### **23. SECTION 508 COMPLIANCE.**

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): <http://www.sysatle.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 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.

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**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)

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date



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**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 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 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.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW  
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. The charges, if any, for such services are listed below, or in the price schedule:

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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 receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building 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 or SIN 132-9.

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.

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## 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.

The Systems Atlanta, Inc. (SAI) Warranty Program provides coverage that ensures SAI products operate within the expected parameters for a defined period of time. This Warranty Program includes bumper-to bumper product support and professional customer support.

### 1. Product Support

#### 1.1 Limitation of Warranty

Product Warranty protects the customer during the period of performance against system failure(s) originating in the software or hardware as a result of omission faults or random distribution failures. Warranty does not extend to the upgrade or enhancement of system hardware or software or to the addition or modification of hardware or software interfaces. Warranty does not cover any costs other than those borne by SAI or its representatives associated with the rework, repair or replacement of equipment and restarting the system. Warranty does not cover costs incurred by SAI or its representatives for time spent troubleshooting, reworking, repairing or replacing and/or installing, and integrating parts or components that have failed or ceased to function as a direct result of system or component abuse or misuse. Abuse or misuse includes actions taken against the directions and recommendations documented in applicable user or owner manuals, and includes modification of software code, reconfiguration of systems or hardware, etc. without specific training or direction from SAI.

#### 1.2 Software Warranty

SAI warrants against deficiencies in software for the specified period. Deficiencies pertain to bugs or defects in the software that impact its operational use. Software issues are reported using the SAI Support Center. If a system deficiency cannot be resolved on the initial customer support call, the problem will be escalated to the next service tier. An issue number will be assigned to the incident and forwarded to the SAI Software Engineering Team for resolution. The problem will be assessed as to whether it is an original function of the software. If it is deemed a software deficiency, the problem will be resolved and the customer will be contacted with resolution procedures.

#### 1.3 Hardware Warranty

SAI warrants against defects in material and workmanship for the specified period. Should a part fail to conform to this warranty during the warranty period, SAI will repair or replace the part through a "return to SAI" warranty service.

Hardware issues are reported using the SAI Support Center. Once all the information is gathered, the SAI Support Center will issue a Return Material Authorization (RMA) number. The hardware replacement piece will be immediately shipped from SAI via UPS Ground service. Upon receipt of the new hardware, the customer will disconnect, pack and ship the failed device to SAI using the packing material sent with the replacement. The RMA number must appear on the shipping label, and the equipment is shipped at the customer's expense.

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The SAI Hardware Warranty applies to original factory configurations only. SAI does not warrant and will not be held responsible in any way for damages or loss resulting from cause other than defects in materials or workmanship, including damage or loss caused by:

1. Neglect, accident, unreasonable use, or servicing or modification by anyone other than an authorized service center.
2. Transit of equipment to a service center for service, return or evaluation.
3. Any natural disaster, including flood, fire, earthquake, or lightning; or electrical surges or use of improper power sources.

Even though all issues are assigned a fix action, it does not necessarily guarantee that the issue can be resolved. It is possible that the customer concern is not a capability of the product purchased for the facility. In this event, the SAI Support Center will escalate the issue to an SAI Account Manager to assist in resolving the issue using other methods. Customers may submit a product improvement to the SAI Design Review Board for consideration of implementation into the next software upgrade.

## **2. Customer Support**

Under SAI's Warranty Program, customers may place a call to the SAI Support Center between 8:00 AM EST and 5:00 PM EST, Monday through Friday. The SAI Support Center offers three (3) tiers or levels of support for problem reporting, problem resolution and responses to "how to" questions.

SAI Support Center  
Phone: **(770) 790-5345**  
Email: support@sysatl.com

### **2.1 Issue Resolution**

In order to effectively resolve an issue received via a support call, SAI utilizes three (3) levels of technical support for all products and systems. The tasks performed at each level increase in complexity. This support philosophy was developed with two assumptions: that the system is primarily designed using commercial off-the-shelf (COTS) computer hardware and that most customers wish to have the capability to independently manage their systems.

#### **Systems Atlanta, Inc. Technical Support Response Levels**

**Level 1** support typically includes system administrator questions and concerns that can be remedied over the phone and are usually found in the user manual or maintenance guide. The system is operational; no threat of concern disabling the system.

**Level 2** support can also be remedied through the system administrator; however, it includes more technically challenging concerns. This level of support requires a higher degree of skill and more extensive system knowledge. The system is operational; errors or reproducible failures disable non-essential functions.

**Level 3** support tasks are usually performed by trained SAI Technicians. These tasks may be performed on-site or remotely by telephonic support or via direct connectivity to the system (i.e., via a secure internet connection). The system is running; errors or reproducible failures disable major (essential) functions.

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## **2.2 Customer Escalation Procedure**

If resolution is not received on a reported issue from the SAI Support Center within a reasonable period of time, the customer is invited to contact the following SAI management personnel as a means of escalating the issue:

SAI Director of Operations  
Mr. Larry Calhoun  
Phone: (770) 928-0240  
**Email:** [larry.calhoun@sysatl.com](mailto:larry.calhoun@sysatl.com)

- 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:

**Systems Atlanta, Inc.**  
**1100 Cobb International Place NW**  
**Kennesaw, GA 30152-7618**

## **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) AND FOR LEASED EQUIPMENT  
(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 a **Not Applicable\*** mile radius of the Contractor's service points. 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 negotiated at the Task Order level.

**\*Systems Atlanta, Inc. does not offer onsite maintenance and repair at any ordering activity location**

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:

**Systems Atlanta, Inc.**

**1100 Cobb International PI NW**

**Kennesaw, GA 30152-7618**

**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.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

### **7. RESPONSIBILITIES OF THE CONTRACTOR**

- a. 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.

b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

## **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 negotiated at the Task Order level.

### **e. QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below: **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) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(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**

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

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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 \_\_\_\_\_, at a discount of \_\_\_% from such listed prices.

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

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of **consistent with the manufacturer's standard commercial warranty.**

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period **consistent with the manufacturer's standard commercial warranty.**

**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 PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY 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.

*The Systems Atlanta, Inc. (SAI) Warranty Program provides coverage that ensures SAI products operate within the expected parameters for a defined period of time of three years. This Warranty Program includes bumper-to bumper product support and professional customer support.*

### **1. Product Support**

#### **1.1 Limitation of Warranty**

*Product Warranty protects the customer during the period of performance against system failure(s) originating in the software or hardware as a result of omission faults or random distribution failures. Warranty does not extend to the upgrade or enhancement of system hardware or software or to the addition or modification of hardware or software interfaces. Warranty does not cover any costs other than those borne by SAI or its representatives associated with the rework, repair or replacement of equipment and restarting the system. Warranty does not cover costs incurred by SAI or its representatives for time spent troubleshooting, reworking, repairing or replacing and/or installing, and integrating parts or components that have failed or ceased to function as a direct result of system or component abuse or misuse. Abuse or misuse includes actions taken against the directions and recommendations documented in applicable user or owner manuals, and includes modification of software code, reconfiguration of systems or hardware, etc. without specific training or direction from SAI.*

#### **1.2 Software Warranty**

*SAI warrants against deficiencies in software for the specified period. Deficiencies pertain to bugs or defects in the software that impact its operational use. Software issues are reported using the SAI Support Center. If a system deficiency cannot be resolved on the initial customer support call, the problem will be escalated to the next service tier. An issue number will be assigned to the incident and forwarded to the SAI Software Engineering Team for resolution. The problem will be assessed as to whether it is an original function of the software. If it is deemed a software deficiency, the problem will be resolved and the customer will be contacted with resolution procedures.*

#### **1.3 Hardware Warranty**

*SAI warrants against defects in material and workmanship for the specified period. Should a part fail to conform to this warranty during the warranty period, SAI will repair or replace the*

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part through a “return to SAI” warranty service.

Hardware issues are reported using the SAI Support Center. Once all the information is gathered, the SAI Support Center will issue a Return Material Authorization (RMA) number. The hardware replacement piece will be immediately shipped from SAI. Upon receipt of the new hardware, the customer will disconnect, pack and ship the failed device to SAI using the packing material sent with the replacement. The RMA number must appear on the shipping label, and the equipment is shipped at the customer’s expense.

The SAI Hardware Warranty applies to original factory configurations only. SAI does not warrant and will not be held responsible in any way for damages or loss resulting from cause other than defects in materials or workmanship, including damage or loss caused by:

1. Neglect, accident, unreasonable use, or servicing or modification by anyone other than an authorized service center
2. Transit of equipment to a service center for service, return or evaluation
3. Any natural disaster, including flood, fire, earthquake, or lightning; or electrical surges or use of improper power sources.

Even though all issues are assigned a fix action, it does not necessarily guarantee that the issue can be resolved. It is possible that the customer concern is not a capability of the product purchased for the facility. In this event, the SAI Support Center will escalate the issue to an SAI Account Manager to assist in resolving the issue using other methods. Customers may submit a product improvement to the SAI Design Review Board for consideration of implementation into the next software upgrade.

## **2. Customer Support**

Under SAI’s Warranty Program, customers may place a call to the SAI Support Center between 8:00 AM EST and 5:00 PM EST, Monday through Friday. The SAI Support Center offers three tiers of support for problem reporting, problem resolution and responses to “how to” questions.

SAI Support Center  
Phone: (770) 790-5345  
Email: support@sysatl.com

### **2.1 Issue Resolution**

In order to effectively resolve an issue received via a support call, SAI utilizes three levels of technical support for all products and systems. The tasks performed at each level increase in complexity. This support philosophy was developed with two assumptions: that the system is primarily designed using commercial off-the-shelf (COTS) computer hardware and that most customers wish to have the capability to independently manage their systems.

#### **Systems Atlanta, Inc. Technical Support Response Levels**

**Level 1** support typically includes system administrator questions and concerns that can be remedied over the phone and are usually found in the user manual or maintenance guide. The system is operational; no threat of concern disabling the system.

**Level 2** support can also be remedied through the system administrator; however, it includes more technically challenging concerns. This level of support requires a higher degree of skill and

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*more extensive system knowledge. The system is operational; errors or reproducible failures disable non-essential functions.*

***Level 3** support tasks are usually performed by trained SAI Technicians. These tasks may be performed on-site or remotely by telephonic support or via direct connectivity to the system (i.e., via a secure internet connection). The system is running; errors or reproducible failures disable major (essential) functions.*

### **2.2 Customer Escalation Procedure**

*If resolution is not received on a reported issue from the SAI Support Center within a reasonable period of time, the customer is invited to contact the following SAI management personnel as a means of escalating the issue:*

*SAI Director of Operations*

*Mr. Larry Calhoun*

*Phone: (770) 928-0240*

*Email: [larry.calhoun@sysatl.com](mailto:larry.calhoun@sysatl.com)*

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 **770-790-5345** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:00am to 5:00pm Eastern time Monday to Friday.**

## **4. SOFTWARE MAINTENANCE**

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

**X** 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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.

Software Maintenance as a product is billed at the time of purchase.

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**X** 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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 (SIN 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 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, 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\***

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 **Not Applicable**% of all term license payments during the period that the software was under a term license within the ordering activity.

**\*Not Applicable since Systems Atlanta, Inc. does not offer Term Licenses at this time.**

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## 7. TERM LICENSE CESSATION\*

a. After a software product has been on a continuous term license for a period of **Not Applicable** 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 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**\*Not Applicable since Systems Atlanta, Inc. does not offer Term Licenses at this time.**

## 8. UTILIZATION LIMITATIONS - (SIN 132-33, AND SIN 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 - (SIN 132-32 AND SIN 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.

**\*Not Applicable since Systems Atlanta, Inc. does not offer Term Licenses at this time.**

**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\***

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**\*Systems Atlanta, Inc. 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 or online 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.

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## 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. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

## 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.

None

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**END USER LICENSE AGREEMENT**

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**Systems Atlanta, Inc. Software License Agreement**

THIS SOFTWARE LICENSE AGREEMENT (“Agreement”) is made and entered into this 25th day of March, 2011 (the “Effective Date”) by and between Systems Atlanta, Inc. (“SAI”), having a place of business at 1100 Cobb International Place NW, Kennesaw, GA 30152 and “CUSTOMER” (“Licensee”).

**RECITALS**

- a. SAI is the owner of, or has acquired rights to, the Licensed Software and Documentation (as defined below).
- b. SAI desires to grant to Licensee and Licensee desires to obtain from SAI a non-exclusive right and license to use the Licensed Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.
- c. Licensee and SAI have agreed under the Terms of Subcontract X dated \_\_\_\_\_ 20\_\_ that SAI will provide goods, services and support to Licensee (the “Subcontract”).

**1.0 DEFINITIONS**

- 1.1 “Bug Fixes” shall mean all error corrections to the Licensed Software including, patches and workarounds as may be supplied by SAI from time to time.
- 1.2 “Derivative Works” shall mean computer programs in machine readable object code or source code form developed or otherwise acquired by SAI or Licensee which are a modification of, enhancement to, or derived from the Licensed Software and Documentation.
- 1.3 “Documentation” shall mean all manuals, user documentation, and other related materials pertaining to the Licensed Software as defined in Exhibit A, which are furnished to Licensee by SAI in connection with the Licensed Software.
- 1.4 “Licensed Software” shall mean the computer programs in machine-readable code form of those software programs including databases identified and defined in Exhibit A hereto and any subsequent Modifications, Derivative Works, Bug Fixes or Updates thereto.
- 1.5 “Modifications” shall mean all modifications, enhancements and additions made to the Licensed Software by or for SAI other than Bug Fixes.
- 1.6 “Updates” shall mean later releases, Modifications, or extensions to the Licensed Software made by or for SAI other than Bug Fixes.
- 1.7 “Licensee” shall mean the End User, Corporations, government agencies, reseller, distributors, affiliates and or any and all other entities to whom software licenses have been issued.

**2.0 GRANT OF RIGHTS**

- 2.1 SAI hereby grants to Licensee, subject to the terms and conditions of this Agreement, an irrevocable, non-exclusive, nontransferable, license to (i) allow use of the Licensed Software and Documentation by Licensee’s employees to implement the work defined in the Subcontract, to (ii) copy the Licensed Software for backup purposes, and to (iii) sublicense the Licensed Software and Documentation in accordance with the terms and conditions of this Agreement, solely to the “CUSTOMER” only to the extent necessary to meet the requirements of Licensee’s contract number \_\_\_\_\_ ( the Contract). SAI does not grant any rights to disclose or modify the Licensed Software and Documentation to Licensee other than those explicitly stated in this Agreement.
- 2.2 In addition to the rights granted in Section 2.1, in the event that SAI is unable to carry on business in due course, the Licensee’s rights granted hereunder shall include the limited right to use and modify the Licensed Software and Documentation solely to complete the work under the Subcontract.

- 2.3 For the purposes of Article 2.2 above, the phrase “unable to carry on business in due course” shall mean: (i) SAI becomes insolvent or admits its inability to pay its debts as they mature, or (ii) makes an assignment for the benefit of creditors, or (iii) if a petition under any state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by SAI, or (iv) if such a bonafide petition is filed by any third party, or (v) if SAI becomes debarred, suspended, or declared ineligible by U.S. Governmental agencies or by the General Accounting Office, or (vi) an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.
- 2.4 Other than the limited rights granted herein, Licensee acquires no right, title or interest in, or to the Licensed Software and Documentation. SAI shall own all the Modifications, Derivative Works, Bug Fixes and Updates made to the Licensed Software and Documentation as a result of the Contract and/or Subcontract.
- 2.5 Licensee shall ensure that it obtains from each of its’ employees and the appropriate representatives of the United States Government granted access to the Licensed Software and Documentation non-disclosure undertakings and indemnities of the nature of those found in this Agreement, as well as undertakings that the employees of Licensee and the Government representatives shall use the Licensed Software and Documentation only for the limited purpose stated in this section 2.0, not copy the Licensed Software and Documentation; not reverse engineer it; and take all reasonable precautions to prevent unauthorized access or use, including such precautions as Licensee would normally take to protect its own proprietary software and information.

### **3.0 DELIVERY**

SAI shall deliver the Licensed Software and Documentation to Licensee in accordance with the Subcontract.

### **4.0 COPYRIGHT PROTECTION AND RIGHTS IN DATA**

Licensee shall maintain any copy of the Licensed Software and Documentation that is reproduced, all copyright and proprietary rights notices included on or embedded in the Licensed Software.

### **5.0 PROPRIETARY INFORMATION**

- 5.1 During the term of this Agreement, it will be necessary for either party to provide confidential information to the other. In such event, the disclosure and use of all confidential/proprietary information shall be in accordance with the Subcontract.
- 5.2 In addition, Licensee acknowledges that the Licensed Software and Documentation constitute highly confidential information of SAI or others, commercially valuable trade secrets and proprietary data. Licensee undertakes not to copy, divulge or provide any information or documents respecting the Licensed Software and Documentation to any party except as authorized herein. Licensee undertakes to provide access to the Licensed Software and Documentation only to its employees, who have a need to know same to perform Licensee’s related obligations under the Contract and/or Subcontract and only once an undertaking to respect the confidential nature of the information has been executed by such employees.

### **6.0 TERM AND TERMINATION**

- 6.1 This section has been deleted.

- 6.2 Notwithstanding termination, all obligations under this Agreement that by their nature and purpose are intended to survive, including without limiting the generality of the above section 2.0 (Grant of Rights), Section 5.0 (Proprietary Information), Section 8.0 (Limitation of Liability) and Section 9.0 (Indemnification), shall survive any termination of this Agreement.

## **7.0 NOTICES**

All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other.

## **8.0 LIMITATION OF LIABILITY**

In no event will either party be liable for any lost revenues, data, or profits, or special, incidental, indirect or consequential damages, arising out of the licensing or use of the Licensed Software and Documentation, even if either party has been advised of the possibility or probability of such damages.

## **9.0 INDEMNIFICATION**

- 9.1 SAI shall indemnify, and hold harmless Licensee against any action brought against Licensee to the extent that it is based upon a claim that the use of the Licensed Software and Documentation is an infringement of a patent or copyright, and will pay all damages and costs attributable to such claim, provided that the Licensee: (i) provides immediate notice of the claim to SAI; (ii) provides to SAI all available information; and (iii) has not compromised or settled such proceeding without SAI's prior written consent.
- 9.2 Should any Licensed Software or Documentation or any portion thereof become, or in SAI's opinion be likely to become, the subject of a claim of infringement, SAI shall at SAI's sole discretion: (i) obtain for the Licensee the right to use such Licensed Software and Documentation; or (ii) replace or modify the Licensed Software and Documentation so that it becomes non-infringing.
- 9.3 THIS SECTION STATES THE ENTIRE LIABILITY OF SYSTEMS ATLANTA, INC. WITH RESPECT TO INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY LICENSED SOFTWARE AND DOCUMENTATION.

## **10.0 MISCELLANEOUS**

- 10.1 Entire Agreement
- a. This Agreement is the parties' entire agreement relating to the Licensed Software and Documentation and supersedes: (i) all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (ii) any conflicting terms or quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement.
  - b. No modification to this Agreement will be binding, unless in writing and signed by both parties.
  - c. To the extent the terms of this Agreement conflict with the terms of the SGA Schedule contract, the GSA Schedule contract shall take precedence.
- 10.2 This Agreement will be interpreted and governed in accordance with the laws of the United States of America.

10.3 The parties are independent of one another, engaged in the operations of their respective business/activity. The parties do not have the authority to enter into contracts or assume obligations for each other, nor to grant any warranties, guarantees or assurances or to make any representations, express or implied, on behalf of the other party.

#### 11.0 ASSIGNMENT

Neither party may assign any of its rights nor obligations under this Agreement to any third-party without express prior written consent of the non-assigning party to this Agreement. Any attempt to do so shall be void.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

For Systems Atlanta, Inc.

For "CUSTOMER":

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT A**

**SYSTEMS ATLANTA, INC. SOFTWARE LICENSE**

**LISTING OF SOFTWARE**

The Licensed Software and Documentation governed by the terms and conditions of this License Agreement between Systems Atlanta, Inc. and “CUSTOMER” is comprised of the following items:

**1. SAI owned software:**

Information Display System, Version 5 (IDS 5)

**2. SAI owned databases:**

None

**3. Third Party owned software:**

Rogue Wave Software	Stringray Objective Toolkit
GNU Project	GZip
www.boost.org	Boost C++ Libraries

**4. SAI owned software documentation:**

IDS5 user manuals and system level operation and maintenance manuals.  
IDS5 System Configuration Manual, and a System Administration Guide.

**5. Third Party owned software documentation:**

None

**CONTRACTOR AUTHORIZED GSA PRICING**

SIN	Part #	Product Description	MFR	GSA Price	Warranty	COO
<b>Purchase of New Equipment</b>						
132-8	412-319-0001	SAI 19-Inch Surface Acoustic Wave Touch Screen Monitor/Display	SAI	\$962.67	Standard Commercial	US
132-8	412-322-0001	SAI 22-Inch Surface Acoustic Wave Touch Screen Monitor/Display	SAI	\$1,160.14	Standard Commercial	US
<b>Perpetual Software Licenses</b>						
132-33	I5-SFW-A001	SAI IDS5 Workstation/Server Software License	SAI	\$8,293.74	Standard Commercial	US
132-33	I5-I/F-A001	SAI IDS5 Interface Software License	SAI	\$8,491.21	Standard Commercial	US
132-33	I5-PKG-SWSA	SAI IDS5 Add-on Single Workstation Package, 1 Workstation	SAI	\$12,336.94	Standard Commercial	US
132-33	I5-PKG-SABS	SAI IDS5 Stand-Alone Basic System Package, 2 Workstations	SAI	\$41,414.40	Standard Commercial	US
132-33	I5-PKG-SCBS	SAI IDS5 Standard System Package, 3 Workstations	SAI	\$82,838.67	Standard Commercial	US
<b>Maintenance of Software as a Service</b>						
132-34	I5-TNG-0020	SAI IDS5 Database Management Assistance, On-site, 3 Days	SAI	\$7,089.17	Standard Commercial	US
132-34	I5-OSI-0002	SAI IDS5 On-site Technical Services, 2 Days	SAI	\$5,331.69	Standard Commercial	US
132-34	I5-OSI-0004	SAI IDS5 On-site Technical Services, 4 Days	SAI	\$7,701.33	Standard Commercial	US
132-34	I5-OSI-0005	SAI IDS5 On-site Technical Services, 5 Days	SAI	\$8,886.15	Standard Commercial	US
<b>Training Courses</b>						
132-50	I5-TNG-0010	SAI IDS5 System Administrator Training Course, On-site, 4 Days, Up To 6 Seats	SAI	\$10,456.04	N/A	US
132-50	I5-TNG-0011	SAI IDS5 System Administrator Training Course, On-site, 7 Days, Up To 6 Seats	SAI	\$17,071.28	N/A	US

**Effective 04/09/2012**

## SAI Suface Acoustic Wave Touch Screen Monitor/Displays

### OVERVIEW

SAI's Touch Displays utilizes ELO Surface Acoustic Wave (SAW) technology to provide superior user interface regardless of the environment. The SAW enabled device allows for touch activation by finger, gloved hand or soft stylus. Additionally, SAI offers extended life-cycle unit configuration to satisfy the most demanding customer deployment timelines.

### SPECIFICATIONS & FEATURES

<b>Model/Size</b>	19"	22"
<b>Screen size</b>	19" 48.3 cm	22" / 55.88 cm
<b>Resolution (pixel)</b>	1280 x 1024 / SXGA	1680 x 1050 / SXGA
<b>Display colors</b>	16.7 M (RGB 8 bit data)	16.7 M (RGB 6 bit data)
<b>Contract ratio (typ.)</b>	1300:1	1000:1
<b>Brightness (typ.)</b>	300 cd/m2	300 cd/m2
<b>Viewing angle (H / V) (typ.)</b>	178 / 178	178 / 178
<b>Connectivity</b>	D-Sub(VGA), DVI-D, Mini-Audio In, Dual Serial/USB Interface	D-Sub(VGA), DVI-D, Mini-Audio In, Dual Serial/USB Interface
<b>Response time (typ.)</b>	20 ms (Rise Time + Fall Time), 8 ms (grey to grey)	20 ms (Rise Time + Fall Time), 8 ms (grey to grey)
<b>Horizontal Frequency</b>	30 ~ 82 Khz	30 ~ 82 Khz
<b>Power consumption</b>	46 W	70 W
<b>Power requirements</b>	AC 100-240 V 50/60 hz (Universal; DC 12 V output, 5A, 60 W (max.))	AC 100-240 V 50/60 hz (Universal; DC 12 V output, 5A, 60 W (max.))
<b>Safety &amp; ergonomics</b>	CE, FCC, TUV-GS, UL/CUL	CE, FCC, TUV-GS, UL/CUL
<b>Dimensions (W x D x H)</b>	w/stand: 16.73" x 7.09" x 15.75" w/o stand: 16.73" x 1.97" x 14.84"	w/stand: 20.20" x 10.25" x 15.26" w/o stand: 20.20" x 2.44" x 13.48 "
<b>Weight</b>	14.5 lbs	18.9 lbs
<b>Audio</b>	0.8 W + 0.8 W 10% (Amplifier) 2 W (8om) Speaker x2	1.8 W + 1.8 W for THD 10% (Amplifier) 2 W (8om) Speaker x2
<b>Compatible with</b>	Windows 95/98, NT, 2000, Vista, XP, 7	Windows 95/98, NT, 2000, Vista, XP, 7
<b>Warranty</b>	Limited 3-Year	Limited 3-Year
<b>Miscellaneous</b>	Integrated on-screen menu, Color temperature (9300K, 6500K, User), Auto Image Adjust, VESA Compliance	Integrated on-screen menu, Color temperature (9300K, 6500K, User), Auto Image Adjust, VESA Compliance

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 Fax: 770-928-9396  
 Email: [ken.grassel@sysatl.com](mailto:ken.grassel@sysatl.com)

## SAI IDS5 Workstation/Server Software License

This **Integrated Data Display & Dissemination System (IDS5)** software description discusses the features and capabilities of the IDS5 software product suite up to and including the latest release, IDS5 v. 1.7.

IDS5 is a system of workstations connected by a communications network to distribute and display static and real-time data. IDS5 acts as an electronic binder, providing immediate access to a wide range of operational information and support data; promoting the safety and efficiency of operations. Operators have immediate access to large quantities of information that they would otherwise obtain from printed reference materials. IDS5 de-clutters the work environment by displaying a wide variety of data from multiple sources onto a single display to increase situational awareness and reduce required real estate.

IDS5 further improves work-place efficiency through an intuitive **Graphical User Interface (GUI)** which minimizes operator actions. On-site administrators define the data presentation by giving the operators access to the appropriate information with minimum user interaction.

### *Human Factors Compliance*

*IDS5 was subjected to human factors testing and approved by the FAA under the ACE-IDS program. IDS5 was tested by the FAA William J. Hughes Technical Center against MIL-STD-1472D, Human Engineering Design Criteria for Military Systems, Equipment and Facilities; March, 1989 and MIL-H-46855B, Human Engineering Requirements for Military Systems, Equipment and Facilities; January, 1979.*

The IDS5 software product suite is designed to meet the information needs of both military and civilian Air Traffic Control (ATC), Airfield Management (AM), and other customers. The basic IDS5 software capability also powers SAI's IDS-AIM (Airport/Airline Information Management) software tool for use by Airport/Airline Operation Centers (AOCs) and SAI's Emergency Management Information Display System (EMIDS), which serves the information consolidation and rapid access needs of Security Forces, Fire/Rescue Response Crews, 911 Dispatch Units, and Emergency Management Services.

### **IDS5 Data Presentation**

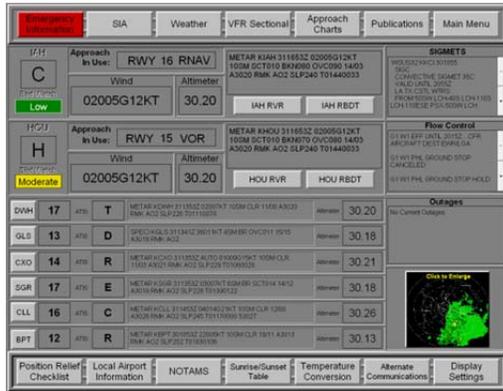
IDS5 provides immediate access to a wide range of operational information and support data.

Examples of typical information displayed within IDS5:

- Weather
- Airfield Status
- Sensor Data
- Emergency Checklists
- Approach Charts
- Checklists
- Maps
- Publications
- Equipment Status

This type of information and more can be displayed with dynamic data collected through interfaces to external data sources. The layout, type, colors, and amounts of information that reside on any given page may vary based on requirements.

IDS5 provides users with different color combinations (color sets) to accommodate various levels of lighting. With a single-click, users select the color set best suited for their environment; all pages, content, and functional elements, such as buttons, transform to the new color set. For example, in a control tower, users select a "Night Color Set" to adapt the IDS5 display to the significant change in lighting conditions from day to night.



Normal Day Time Color Set



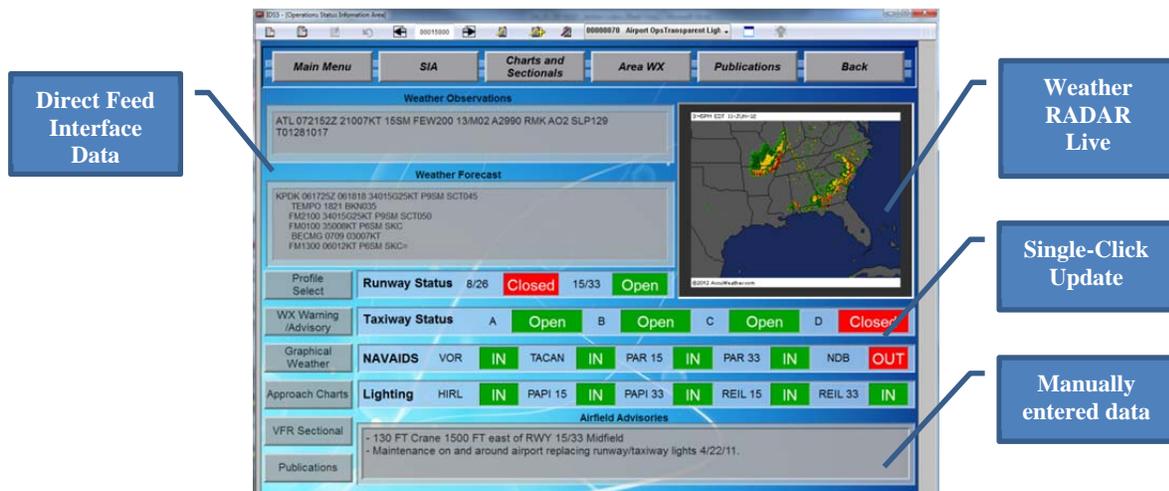
Night Time Color Set

### Navigating IDS5

IDS5 provides the user consistent and easy access to all data; users never have to memorize page numbers or data locations to access information. All information is accessible via touch-screen friendly and clearly labeled buttons with most data being accessible with 3 clicks or less. If necessary, IDS5 pages may be searched for by page title. For example, to display a list of all pages containing weather information, enter the word “weather” in the search field.

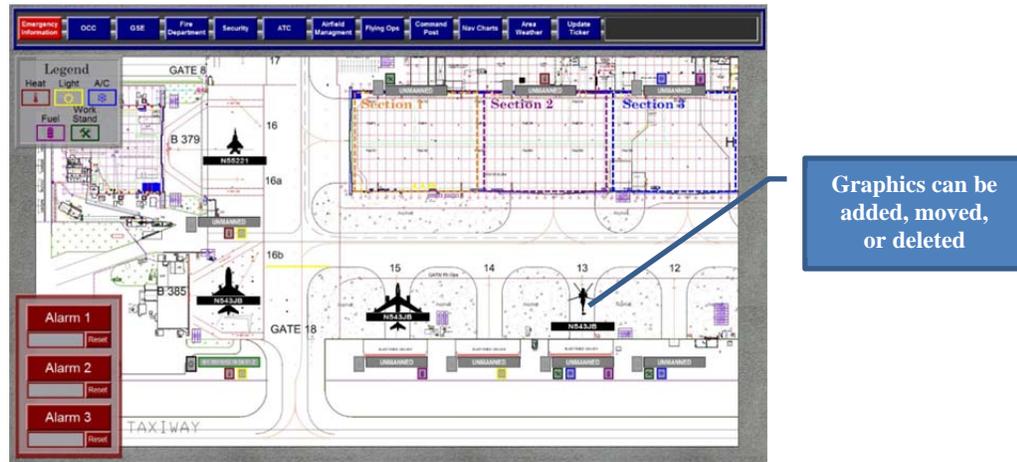
### Updating and Sharing Data: End User Perspective

Most manually-entered data is updated with a single click and no typing is necessary; other data is entered with a keyboard and pointing device. When a user enters data, IDS5 immediately transmits the data to all IDS5 workstations, allowing immediate access for all users.



IDS5 is a highly-customizable coordination tool designed to reduce voice communication and improve safety by notifying numerous personnel of important information simultaneously. IDS5’s built-in acknowledgement feature allows a user to acknowledge the receipt of information with a single click, which lets the sender know that the information was received and read.

In addition to the ability to update text, users can also manipulate pre-designated graphical data, referred to as “stencils”. For example, users can position aircraft images to represent aircraft parking locations, and use icons and other shapes to indicate construction zones, cordon areas, etc.



Using the IDS5 email feature, users can make IDS5 data available to people outside of the IDS5 network. IDS5 data sent via email is delivered to pre-assigned recipients directly from the IDS5 display. With a single action, pre-selected text data from the database is combined into an email message. Before the email is actually sent, the user has the option to manually add additional text to the email subject and message.



**IDS5 Database Administration and Maintenance**

IDS5 administration includes, page creation, formatting, and deletion, as well as other administrative functions, such as security, alert configuration, and profile configuration. Using IDS5’s user-friendly, “*what you see is what you get*” (WYSIWYG) graphical interface, administrators design and implement the IDS5 data layout so the data is customized to the needs of its users.

Development and Maintenance

Administrators can develop the IDS5 database entirely from scratch or build on a provided template. Using a template significantly reduces the initial development time and ensures a consistent and well organized database.

IDS5 supports multiple standard format file types, such as PDF, HTML, PNG and JPGs for display in IDS5 without changing the appearance of the original document.

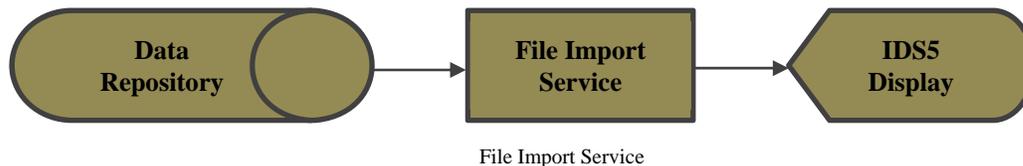


Additionally, IDS5 allows for the display of web-based content, such as weather forecasts from the NOAA website. To ensure web content is kept current, the embedded website can be set to automatically refresh at a configurable interval. This automatic refresh is useful for pages that are open for long periods of time and display web pages that do not automatically refresh.

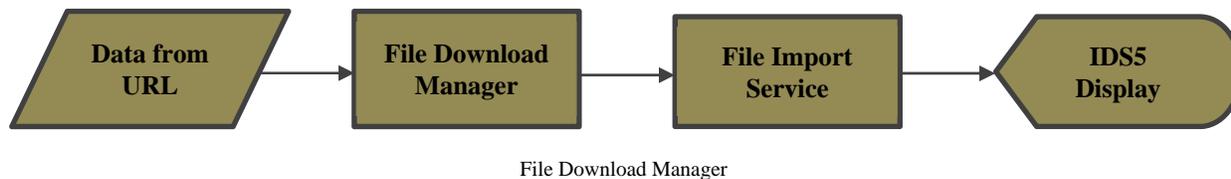
Automated Batch Updates

Batch updates to the IDS5 database are accomplished by using the **IDS5 File Import Service**. **File Import Service** provides automated data maintenance for the recurring process of updating large quantities of files, such as approach charts and publications. New files are automatically disseminated throughout the IDS5 network, minimizing the time required by administrators to maintain the data. This automation replaces the manual process of updating individual pages one at a time as new files become available.

Previous processes required hours and even day to complete; now, file import service has reduced the time to less than five minutes. The file types currently supported with the **File Import Service** include, PDF, PNG, HTML, RTF, TXT, JPG, GIF, BMP, and PCX files.



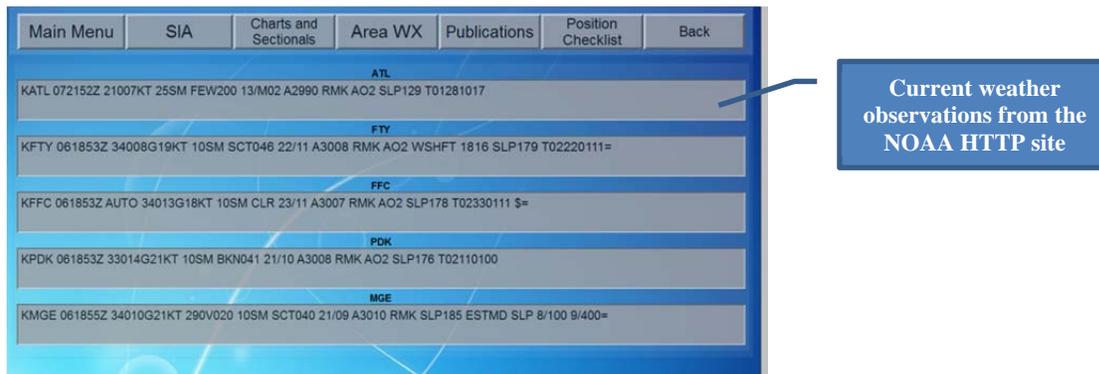
IDS5 also supports integration of files available from URLs. Using IDS5's **File Download Manager (FDM)**, files are transferred to a specific location on a local or network drive. Once downloaded, files are then picked-up by **File Import Service** and added to the IDS5 database. This ability is particularly useful for seamless integration of weather data into the IDS5 presentation. For example, the National Oceanic and Atmospheric Administration (NOAA) makes numerous weather products available for download as raw text files; using FDM, these products can be automatically integrated directly into IDS5.



## IDS5 Optional External Interfaces & Integration Capability

IDS5 provides interface capability to numerous external systems for data collection. External interface data is seamlessly integrated with other IDS5 information and immediately distributed to all workstations upon receipt. See the following section, **SAI IDS5 Interface Software License**, for detailed information on available interfaces.

IDS5 also has the capability of receiving and displaying at live input from remote video cameras.



## Alerts & Notices of Change:

IDS5 allows the configuration of **Immediate Display** and **Visual Page Alerts** to notify users of data updates. The higher priority **Immediate Display** alert causes the alert page to be displayed automatically. The lower priority **Visual Alert** notifies the user that a change has occurred, but allows the user the option of viewing the page or simply acknowledging the alert.

For situations that do not warrant the use of alerts, a **Notice-of-Change** may be used instead. A **Notice-of-Change** is an indication to the user that specific data has been updated. For example, if the current page contains a status indicator for a particular piece of equipment, the status indicator can be set to flash or temporarily change colors to notify users that it has been updated. Unlike alerts, a **Notice-of-Change** does not require an action by the user.

## Position Profiles:

IDS5 position profiles allow administrators to customize the IDS5 presentation to the specific requirements of operational workstations.

Profiles allow immediate selection of position-tailored configurations, including:

- The workstation's main or home page
- Color style
- Alerts and Notifications of change
- Full screen mode

Using the slideshow option, profiles can be configured to automatically transition through a series of IDS5 pages. System administrators configure which pages to include in the slideshow and the period of time between transitions. The slideshow feature is commonly used in areas such as briefing rooms, airport operations, and emergency operation centers.

## Security Features

Security features are available in IDS5 to prevent unauthorized changes to configuration and page display data. The security includes: file encryption, page access restrictions, and username and password authentication features.

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IDS5 provides different password levels for access to certain configurations and features. The **System Password** controls the access to system operations and configurations. The **Maintenance Password** controls access to the operations performed during routine system maintenance activities. Sub-administrator accounts can be created and used for delegating responsibilities, as well as to further restrict the access to specific areas of the system.

#### IDS5 Archive Capability

IDS5 provides an archive system for storing and retrieving versions of selected pages. The IDS5 archive feature stores successive versions of selected pages when the pages are updated with new information. The archive is configured by workstation, therefore, an IDS5 workstation archives data only when necessary. When configuring the archive for a workstation, the administrator selects the pages that the workstation archives so that only the necessary pages are stored. When a page is set for archive, then the other system configurations are also archived to provide a complete data picture during archive view.

IDS5 provides the archive view mode for retrieving data from archive. To view archive data on a station, the user selects the date and time to view and IDS5 reverts to the archived pages and configurations available at that time. As with any IDS5 page view, the user may print the archived data.

#### **IDS5 Architecture**

IDS5's architecture is designed to maximize both reliability and speed of data access. IDS5 utilizes a distributed architecture with redundant storage of software and data for each system workstation. When a database item is updated, the item is transmitted to and stored on each IDS5 workstation. IDS5 architecture provides a high level of system integrity, which minimizes the effect of a given workstation failure on the performance of the entire network system.

#### **Hardware/Operating System for IDS5 Operation**

IDS5 has been designed for use with industry-standard hardware and communications equipment. IDS5 software operates on Commercial Off-the-Shelf (COTS) computers running on Vista and Windows 7 operating systems. Utilizing COTS hardware with IDS5 provides a wide range of options for IDS5 operation. Decisions can be made based upon the budget and cost criteria, logistics, long-term availability, optimum life cycle/technology refresh periodicity, electrical/environmental specifications, etc. Where extreme environmental requirements justify the cost, IDS5 can also be used on industrial grade hardware meeting ruggedized specifications.

#### **IDS5 Communications/Connectivity**

An IDS5 system consists of multiple workstations linked through the TCP/IP communications protocol for data dissemination. IDS5 is compatible with IPv6 as required for future National Airspace Systems (NAS). Large hub systems may consist of complex combinations of local area networks (LANs) and wide area networks (WANs). Workstations running IDS5 may be located within a single facility, throughout an airport or military base, and/or in a variety of satellite facilities located over a wide geographical area. There are no software-imposed limitations on the number of workstations that can be interconnected through an IDS5 network system.

Unlike web technology, IDS5 is designed to optimally utilize slow WAN connections. Data updates sourced from either manual entries or automated interfaces, will be sent only once across each WAN connection, and then automatically disseminated locally on the high-speed LAN connections.

Many connectivity media options can be used for IDS5 communications, including Ethernet, fiber, leased Telco line, microwave, ISDN, DSL, T1, etc.

### **IDS5 Intersystem Connectivity**

**IDS5 Intersystem Connectivity** allows connectivity between multiple, separate, and independent IDS5 system sites for information exchange. Separate and distinct IDS5 systems may be connected for data exchange without relinquishing system ownership or control. This feature can be used to connect individual IDS5 systems at separate airports or military bases for data exchange; for example, all Air Force Base (AFB) hubs in a particular air defense sector, all divert airfields for a particular AFB, and/or main destination points from a particular AFB. **Intersystem Connectivity** also allows Army, Air Force, and FAA IDS5 facilities to share data without having to rely on a system administrator in the other agency to manage their respective databases. Systems connected through intersystem connectivity currently must be equipped with the same IDS5 software version.

For immediate assistance in placing an order for SAI IDS5 products please contact:

Ken Grassel

Phone: 770-928-0240 Ext. 7202

Fax: 770-928-9396

Email: [ken.grassel@sysatl.com](mailto:ken.grassel@sysatl.com)

## SAI IDS5 Interface Software License

The IDS5 Interface Software provides an automatic collection and display of data from external systems. Information received from external systems is displayed and transmitted to all workstations immediately upon receipt. Combining manually entered information with real-time data from external sources eliminates special-use displays. This consolidation of displays improves safety and efficiency by creating a single focal point for obtaining information. Additionally, the reduction in dedicated displays frees up more work space and reduces maintenance costs.



The screenshot shows a complex interface with several sections:

- External Interface Data:** A blue callout box points to the 'OTHER NOTAMS' section, which lists various runway and taxiway closures and obstructions.
- Manually Entered Information:** A blue callout box points to the 'PIT Info' and 'De-Ice' fields, which are used for manual data entry.
- Weather and Field Conditions:** Displays real-time data such as 'Temp: (C) 24', 'Wind: VRB/05G1', and 'Visibility: 10SM'.
- Flight Tracker and Departing/Arriving:** Shows flight status for various aircraft, including '28L' and '28R'.

This IDS5 page shows the integration of several external interface data feeds with manually entered information.

The following external data interfaces are available under this SIN:

- Advanced Weather Integrated Processing System (AWIPS/AFOS)
- ASOS Controller Equipment-Information Display System (ACE-IDS)
- Automated Surface Observing System (ASOS) Bi-directional & VDU
- Automated Weather Observation System (AWOS) Vaisala
- Automated Weather System Sensors (AWSS) Bi-directional
- Joint Environmental Toolkit (JET) Weather System
- Data Exchange Service (DEX)
- Digital Altimeter Setting Indicator (DASI)
- File Import Service
- Flight Data Input Output (FDIO) System
- IDS5-IDS4 Bi-directional Text Interface
- IRIG-B Time Source
- New Tactical Forecast System (N-TFS)
- Stand Alone Weather Sensors (SAWS)
- StarCaster Digital-ATIS
- StarCaster Digital-RIS

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## SAI IDS5 Add-on Single Workstation Package, 1 Workstation

### OVERVIEW

The IDS5 Add-on Single Workstation Package includes the software, hardware, in-house services, and warranty required for adding one (1) or more new IDS5 workstation(s) into an existing IDS5 system. The IDS5 workstation is designed, configured, staged, and tested in-house at Systems Atlanta, Inc.'s headquarters. After passing Quality Assurance, it is shipped to the customer's location and installed by the customer. This package allows facilities to expand their current operational environment.

### DELIVERABLES

Software	Hardware	Services
One (1) IDS5 Workstation/Server Software License	One (1) IDS5 Windows Mini Workstation	IDS5 System Design, Configuration, Staging & Testing for One (1) Workstation
One (1) Microsoft Operating System	One (1) 104 Key USB Keyboard	RMM Software Reconfiguration Services (if required)
One (1) Adobe Acrobat Reader	One (1) 2-Button Optical Trackball	Hardware Warranty, 1 Year
	One (1) 19" LCD SAW Touch Screen Display	
	One (1) 500 VA UPS	
	One (1) Network Surge Protector	

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Fax: 770-928-9396

Email: [ken.grassel@sysatl.com](mailto:ken.grassel@sysatl.com)

## SAI IDS5 Stand-Alone Basic System Package, 2 Workstations

### OVERVIEW

The IDS5 Stand-alone Basic System Package includes the software, interface (up to 1), hardware, training, database management assistance, services, warranty, and support required for the initial IDS5 System setup of two (2) new IDS5 workstations in a stand-alone environment. This package allows facilities to take advantage of minimal funding to acquire a new IDS5 system.

### DELIVERABLES

Software	Hardware	Services
Two (2) IDS5 Workstation/Server Software Licenses	Two (2) IDS5 Windows Mini Workstations	Site Survey, 1 Day
Two (2) Microsoft Operating System	Two (2) 104 Key USB Keyboards	IDS5 System Design, Configuration, Staging & Testing for Two (2) Workstations
One (1) Microsoft Office	Two (2) 2-Button Optical Trackballs	5-Day IDS5 System Administrator Training Course at Systems Atlanta, Inc. Headquarters (travel expenses not included)
One (1) Imaging Software	Two (2) 19" LCD SAW Touch Screen Displays	On-site 3-Day IDS5 Database Management Assistance
One (1) Adobe Acrobat Reader	Two (2) 500 VA UPS	IDS5 On-site Technical Services, 1 Day
One (1) Adobe Acrobat Standard	Two (2) Network Surge Protectors	Software and Hardware Warranty, 1 Year
One (1) IDS5 Interface Software Configuration Disk and License (FDIO, JET, or ASOS VDU)	One (1) Printer/Scanner	

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## SAI IDS5 Standard System Package, 3 Workstations

### OVERVIEW

The IDS5 Standard System Package includes the software, interfaces (up to 2), hardware, training, services, warranty, and support required for the initial IDS5 System setup of three (3) new IDS5 workstations in a standard environment. This package allows facilities to acquire a new IDS5 system.

### DELIVERABLES

Software	Hardware	Services
Three (3) IDS5 Workstation/Server Software Licenses	Three (3) IDS5 Windows Mini Workstations	Site Survey, 1 Day
Three (3) Microsoft Operating System	Three (3) 104 Key USB Keyboards	IDS5 System Design, Configuration, Staging & Testing for Three (3) Workstations
One (1) Microsoft Office	Three (3) 2-Button Optical Trackballs	On-site 7-Day IDS5 System Administrator Training Course (includes IDS5 Database Management Assistance)
One (1) Imaging Software	Three (3) 19" LCD SAW Touch Screen Displays	IDS5 On-site Technical Services, 1 Day
Two (2) Adobe Acrobat Reader	Three (3) 500 VA UPS	Software and Hardware Warranty, 1 Year
One (1) Adobe Acrobat Standard	Three (3) Network Surge Protectors	
Two (2) IDS5 Interface Software Configuration Disk and Licenses (FDIO, JET, ASOS VDU, Text, or DEX)	One (1) Printer/Scanner	
Remote Maintenance Monitoring (RMM) Software		

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**SAI IDS5 Database Management Assistance, On-site, 3 Days**

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**OVERVIEW**

The three (3) day on-site IDS5 Database Management Assistance service is provided by a Systems Atlanta, Inc.(SAI) Trainer/Subject Matter Expert (SME) to assist the site's IDS5 System Administrator(s) with the design and development of the IDS5 database. Using best practices and human factors design standards, the Trainer/SME consults with the customer to determine the site's information needs and optimum database layout. The result is a fully functional, ready-to-use, template database designed and configured to meet site-specific needs and requirements.

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Fax: 770-928-9396

Email: [ken.grassel@sysatl.com](mailto:ken.grassel@sysatl.com)

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**SAI IDS5 On-site Technical Services**

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**OVERVIEW**

The IDS5 On-site Technical Services are provided by a Systems Atlanta, Inc. (SAI) Technician, who assists the customer with a variety of technical needs, such as the on-site placement and installation of IDS5 workstations, integration into the site's operational environment, and connectivity to other facilities. Other services may include a Site Acceptance Test to verify IDS5 functionality and ensure the IDS5 system is properly installed and operating efficiently, and annual health checks or maintenance visits. This services is offered as either a two (2), four (4) or five (5) day on-site visit.

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## IDS5 TRAINING COURSES

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### **IDS5 System Administrator Training Course, On-site, 4 Days, Up To 6 Seats**

Systems Atlanta, Inc. provides 4 days of IDS5 (version 1.4 and earlier) training at the customer's location. This training includes 4 days of class time. This class covers all aspects of IDS5 database development and consists of lectures followed by skill-building computer labs to ensure each student has hands-on experience working with IDS5.

Each student is provided with a dedicated IDS5 lab workstation equipped with the software tools needed for IDS5 database creation and management. Using performance exercises, students demonstrate skills learned by designing a fully functional IDS5 database from the ground up, one lesson at a time. At the end of the course, with the completion of the performance exercises, each student has designed and implemented a fully functional IDS5 database.

The students who take this course will learn the following:

- How to incorporate documentation, manually-entered, and automated external data into the IDS5 database
- The best practices for organizing information into an intuitive and easy-to-navigate database
- The best practices for designing the presentation of information so that it is easy to read and is relevant
- How to manage the IDS5 database to ensure content is always current and simple to maintain
- How to configure system settings, such as alarms and security
- How to backup and restoration of IDS5

Length of course: 4-day course 8:00-4:30

Type of training: Instructor Led Training

Location (on or off customer site): On-site at customer's location

- On Site facility must provide classroom environment, sufficient room for one IDS5 workstation for each student, power, and whiteboard. Instructor travel will be billed according to Joint Travel Regulation guidelines.
- One IDS5 lab workstation is required for each student. Systems Atlanta provides IDS5 lab computers at an additional cost.

#### Class Size

- Maximum number of Students: 6
- Minimum number of Students: 1

#### Misc Details:

Each student will receive the following course materials and aids:

- Instructor-guided Power Point presentations
- A complete set of IDS5 manuals
- A student guide/workbook
- A multiple choice final test to demonstrate understanding of the material
- The IDS5 Database Design Guidelines handbook
- IDS5 position information worksheets

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**IDS5 System Administrator Training Course, On-site, 7 Days, Up To 6 Seats**

Systems Atlanta, Inc. provides 7 days of IDS5 (any version) training at the customer's location. This training includes 5 days of class time and 2 days of database management assistance. The class covers all aspects of IDS5 database development, with a focus on new features and capabilities, and consists of lectures followed by skill-building computer labs to ensure each student has hands-on experience working with IDS5. The 2 days of database management assistance provides dedicated and personalized IDS5 database instruction and build activities between the Systems Atlanta trainer and local system administrator(s). Together they build a customized IDS5 database based on the site's information needs, the trainer's expertise, best practices, and human factors design standards. The result is a fully functional, read-to-use, operational IDS5 database at the site.

Each student is provided with a dedicated IDS5 lab workstation equipped with the software tools needed for IDS5 database creation and management. Using performance exercises, students demonstrate skills learned by designing a fully functional IDS5 database from the ground up, one lesson at a time. At the end of the course, with the completion of the performance exercises, each student has designed and implemented a fully functional IDS5 database.

The students who take this course will learn the following:

- How to incorporate documentation, manually-entered, and automated external data into the IDS5 database
  - The best practices for organizing information into an intuitive and easy-to-navigate database
  - The best practices for designing the presentation of information so that it is easy to read and is relevant
  - How to manage the IDS5 database to ensure content is always current and simple to maintain
  - How to configure system settings, such as alarms and security
  - How to backup and restoration of IDS5
- Plus:
- Dedicated assistance in the design, build, management, and maintenance of the site's operational IDS5 Database

Length of course: 7-day course 8:00-4:30

Type of training: Instructor Led Training

Location (on or off customer site): On-site at customer's location

- On Site facility must provide classroom environment, sufficient room for one IDS5 lab workstation for each student, power, and whiteboard. Instructor travel will be billed according to Joint Travel Regulation guidelines.
- One IDS5 lab workstation is required for each student. Systems Atlanta provides IDS5 lab computers at an additional cost.

Class Size

- Maximum number of Students: 6
- Minimum number of Students: 1

---

Misc Details:

Each student will receive the following course materials and aids:

- Instructor-guided Power Point presentations
- A complete set of IDS5 manuals
- A student guide
- A student workbook containing practice exercises and lab work
- A multiple choice final test to demonstrate understanding of the material
- The IDS5 Database Design Guidelines handbook
- IDS5 position information worksheets

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