

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

Special Item No. 132-51 Information Technology Professional Services



SUNGARD AVAILABILITY SERVICES LP

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Contract Number: GS-35F-0545K

Period Covered by Contract: April 01, 2000 thru September 25, 2009

Pricelist current through Modification #PO-0008 Dated March 25, 2010

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

NOTE: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

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

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

SPECIAL NOTICE TO AGENCIES: SMALL BUSINESS PARTICIPATION

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering	Payment
SUNGARD AVAILABILITY SERVICES LP 505 HUNTMAR PARK DRIVE, SUITE 100 HERNDON, VA 20170	SUNGARD AVAILABILITY SERVICES LP BANK OF AMERICA ABA # FOR WIRES: 0260-0959-3 ACH#- 71000039 ACCOUNT # 81885-02670 <hr/> LOCKBOX NUMBER 91233 COLLECTION CENTER DRIVE CHICAGO, IL 60693

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

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

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

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
Block 16: Data Universal Numbering System (DUNS) Number: **084764836**
Block 30: Type of Contractor - **C. Large Business**
Block 31: Woman-Owned Small Business - **No**
Block 36: Contractor's Taxpayer Identification Number (TIN): **23-2106195**

4A. CAGE CODE: **0UB82**

4B. Contractor has registered with the central contractor registration database.

5. FOB: **Destination**

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	As Mutually agreed to by SunGard Availability Services LP and ordering Agency

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

7. DISCOUNTS: PRICES SHOWN ARE NET PRICES; BASIC DISCOUNTS HAVE BEEN DEDUCTED.

- a. Prompt Payment: **None.**
- b. Quantity: **None**
- c. Dollar Volume: **None**

d. Government Educational Institutions: **Educational Institutions are offered the same discounts as all other Government customers.**

e. Other: **None**

8. **TRADE AGREEMENTS ACT OF 1979, AS AMENDED:**

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

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

10. **SMALL REQUIREMENTS: THE MINIMUM DOLLAR VALUE 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 value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology (IT) Professional Services

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

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

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

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

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

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

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

calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

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

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

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

16. GSA ADVANTAGE!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: Not Applicable

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

20. BLANKET PURCHASE AGREEMENTS (BPAS)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: <http://SunGard.com>

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. **SOFTWARE INTEROPERABILITY.**

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

27. **ADVANCE PAYMENTS**

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

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

DESCRIPTION OF SERVICES AND PRICING SIN 132-51

COMPANY PROFILE

SunGard Availability Services LP is the pioneer and leading provider of information availability solutions, helping to ensure that 10,000 customers in North America and Europe have access to their business-critical information systems. With four million square feet of secure facilities, SunGard offers a complete range of information availability solutions that include managed IT, professional and business continuity services. SunGard provides services to support an always-on production environment, as well as over 30 technology platforms to support customers who require a traditional 24-48 hour recovery time frame. SunGard also has technology and systems management services for application and data center outsourcing, as well as business continuity consulting services and planning software.

For more information about SunGard Availability Services, visit www.availability.sungard.com

GSA Schedule Price List for Certain Consulting Services Offered Under SIN 132-51

Staff Augmentation 20% FTE per week	\$1614.02
Staff Augmentation 40% FTE per week	\$3228.03
Staff Augmentation 60% FTE per week	\$4842.05
Staff Augmentation 80% FTE per week	\$6456.06
Staff Augmentation 100% FTE per week	\$8070.08

Disaster Recovery Solutions

Disaster declaration fees, daily hot site fees, and daily cold site fees listed are costs incurred at time of disaster only. Prices contained herein are ceiling prices. The firm fixed price is the per unit cost, e.g., the monthly subscription fee for one (1) Core System 1.

B5.1 Core System Requirements

<u>CLIN</u>	<u>Description</u>	<u>Firm Fixed Price</u>
001	CORE SYSTEM 1	
001A	Monthly Subscription Fee	<u>\$3,226</u>
001B	Disaster Declaration Fee	<u>\$10,000</u>

<u>CLIN</u>	<u>Description</u>	<u>Firm Fixed Price</u>
001C	Daily Hot Site Fee	<u>\$5,000</u>
001D	Daily Cold Site Fee	<u>\$500</u>
002	CORE SYSTEM 2	
002A	Monthly Subscription Fee	<u>\$4,251</u>
002B	Disaster Declaration Fee	<u>\$10,000</u>
002C	Daily Hot Site Fee	<u>\$5,000</u>
002D	Daily Cold Site Fee	<u>\$500</u>
003	CORE SYSTEM 3	
003A	Monthly Subscription Fee	<u>\$5,407</u>
003B	Disaster Declaration Fee	<u>\$10,000</u>
003C	Daily Hot Site Fee	<u>\$5,000</u>
003D	Daily Cold Site Fee	<u>\$500</u>
004	CORE SYSTEM 4	
004A	Monthly Subscription Fee	<u>\$7,164</u>
004B	Disaster Declaration Fee	<u>\$10,000</u>
004C	Daily Hot Site Fee	<u>\$5,000</u>
004D	Daily Cold Site Fee	<u>\$500</u>

<u>CLIN</u>	<u>Description</u>	<u>Firm Fixed Price</u>
005	CORE SYSTEM 5	
005A	Monthly Subscription Fee	<u>\$9,886</u>
005B	Disaster Declaration Fee	<u>\$15,000</u>
005C	Daily Hot Site Fee	<u>\$10,000</u>
005D	Daily Cold Site Fee	<u>\$500</u>
006	CORE SYSTEM 6	
006A	Monthly Subscription Fee	<u>\$12,102</u>
006B	Disaster Declaration Fee	<u>\$20,000</u>
006C	Daily Hot Site Fee	<u>\$10,000</u>
006D	Daily Cold Site Fee	<u>\$500</u>
007	CORE SYSTEM 7	
007A	Monthly Subscription Fee	<u>\$14,133</u>
007B	Disaster Declaration Fee	<u>\$20,000</u>
007C	Daily Hot Site Fee	<u>\$10,000</u>
007D	Daily Cold Site Fee	<u>\$500</u>
008	CORE SYSTEM 8	

<u>CLIN</u>	<u>Description</u>	<u>Firm Fixed Price</u>
008A	Monthly Subscription Fee	<u>\$16,959</u>
008B	Disaster Declaration Fee	<u>\$20,000</u>
008C	Daily Hot Site Fee	<u>\$10,000</u>
008D	Daily Cold Site Fee	<u>\$500</u>
009	CORE SYSTEM 9	
009A	Monthly Subscription Fee	<u>\$18,890</u>
009B	Disaster Declaration Fee	<u>\$25,000</u>
009C	Daily Hot Site Fee	<u>\$10,000</u>
009D	Daily Cold Site Fee	<u>\$500</u>
010	CORE SYSTEM 10	
010A	Monthly Subscription Fee	<u>\$21,922</u>
010B	Disaster Declaration Fee	<u>\$25,000</u>
010C	Daily Hot Site Fee	<u>\$10,000</u>
010D	Daily Cold Site Fee	<u>\$500</u>
011	CORE SYSTEM 11	
011A	Monthly Subscription Fee	<u>\$25,040</u>
011B	Disaster Declaration Fee	<u>\$25,000</u>

<u>CLIN</u>	<u>Description</u>	<u>Firm Fixed Price</u>
011C	Daily Hot Site Fee	<u>\$10,000</u>
011D	Daily Cold Site Fee	<u>\$500</u>
012	CORE SYSTEM 12	
012A	Monthly Subscription Fee	<u>\$27,978</u>
012B	Disaster Declaration Fee	<u>\$25,000</u>
012C	Daily Hot Site Fee	<u>\$10,000</u>
012D	Daily Cold Site Fee	<u>\$500</u>
013	CORE SYSTEM 13	
013A	Monthly Subscription Fee	<u>\$33,882</u>
013B	Disaster Declaration Fee	<u>\$25,000</u>
013C	Daily Hot Site Fee	<u>\$20,000</u>
013D	Daily Cold Site Fee	<u>\$500</u>
014	Microcomputer/LAN Hot Site	
014A	Monthly Subscription Fee for Emergency Response Workarea w/25 positions/ phones	<u>\$1,005</u>
014B	Disaster Declaration Fee for Emergency Response Workarea w/25 positions/phones	

<u>CLIN</u>	<u>Description</u>	<u>Firm Fixed Price</u>
		<u>\$2,500</u>
014C	Daily Hot Site Fee for Emergency Response Workarea w/25 positions/ phones	<u>\$1,000</u>
014D	Monthly Subscription Fee for Emergency Response 3270	<u>\$2</u>
014E	Monthly Subscription Fee for Emergency Response Pentium, 133 MHz, 16 MB RAM, 1.6 GB hard disk, 3.5 inch floppy disk drive, 6X CD-ROM disk drive	<u>\$15</u>
014F	Monthly Subscription Fee for Emergency Response Server, Pentium, 133 MHz, 32 MB RAM, 4 GB hard disk, 3.5 inch floppy disk drive, 6X CD-ROM disk drive, 4mm or 8 mm tape drive	<u>\$55</u>
014G	Monthly Subscription Fee for Business Recovery Workarea w/25 positions/phones	<u>\$935</u>
014H	Disaster Declaration Fee for Business Recovery Workarea w/25 positions/phones	<u>\$2,500</u>
014I	Daily Hot Site Fee for Business Recovery Workarea w/25 positions/phones	<u>\$1,000</u>

<u>CLIN</u>	<u>Description</u>	<u>Firm Fixed Price</u>
014J	Monthly Subscription Fee for Business Recovery 3270	<u>\$2</u>
014K	* Monthly Subscription Fee for Business Recovery Pentium, 133 MHz, 16 MB RAM, 1.6 GB hard disk, 3.5 inch floppy disk drive, 6X CD-ROM disk drive	<u>\$15</u>
014L	* Monthly Subscription Fee for Business Recovery Server, Pentium, 133 MHz, 32 MB RAM, 4 GB hard disk, 3.5 inch floppy disk drive, 6X CD-ROM disk drive, 4mm or 8 mm tape drive	<u>\$55</u>

B5.2 Additional System Resources Monthly Fees

<u>Line Item No</u>	<u>Description</u>	<u>Firm Fixed Price Per Month</u>
015	CENTRAL PROCESSING UNIT	
015A	1 MIPS IBM-compatible mainframe	<u>\$50</u>
016	MEMORY	
016A	64 MB IBM-compatible mainframe	<u>\$25</u>
017	DASD	
017A	1 GB IBM 3380	<u>\$3</u>
017B	1 GB IBM 3390 OR EMC Symmetric	<u>\$9</u>
018	CARTRIDGE TAPE DRIVE	
018A	1 unit, 2 drives IBM 3480	<u>\$10</u>
018B	1 unit, 4 drives IBM 3490	<u>\$40</u>
018C	1 unit, 8 drives IBM 3590	<u>\$130</u>
019	REEL TAPE DRIVE	
019A	1 unit, 1 drive IBM 3420	<u>\$5</u>
020	FRONT END PROCESSOR	

<u>Line Item No</u>	<u>Description</u>	<u>Firm Fixed Price Per Month</u>
020A	IBM 3725	<u>\$50</u>
020B	IBM 3745	<u>\$150</u>
020C	COMTEN 3690	<u>\$70</u>
020D	COMTEN 5660	<u>\$80</u>
020E	COMTEN 5675	<u>\$120</u>
021	MULTIPLEXER	
021A	AT&T 740	<u>\$80</u>
021B	AT&T 745	<u>\$10</u>
021C	AT&T M-24	<u>\$20</u>
021D	IDNX 70	<u>\$175</u>
021E	INFOTRON 1500	<u>\$50</u>
021F	NEWBRIDGE 3600 MAINSTREET	<u>\$50</u>
021G	TIMEPLEX LINK/2	<u>\$150</u>
022	PROTOCOL CONVERTER	
022A	IBM 3708	<u>\$15</u>
022B	IBM 7171	<u>\$20</u>

<u>Line Item No</u>	<u>Description</u>	<u>Firm Fixed Price Per Month</u>
022C	RENEX TMS3	<u>\$5</u>
022D	RENEX TMS4	<u>\$20</u>
023	MODEM	
023A	AT&T 2296A	<u>\$3</u>
023B	BELL 201B	<u>\$3</u>
023C	BELL 201C	<u>\$3</u>
023D	BELL 208A	<u>\$3</u>
023E	BELL 208B	<u>\$3</u>
023F	BELL 212A	<u>\$3</u>
023G	BELL 801C	<u>\$3</u>
023H	CODEX 2382	<u>\$3</u>
023I	CODEX 3261	<u>\$3</u>
023J	RESERVED	<u>\$ _____</u>
023K	IBM 7861-26	<u>\$10</u>
023L	19.2 Kbps-compatible	<u>\$3</u>
023M	V.25-compatible	<u>\$3</u>
023N	V.32-compatible	<u>\$3</u>

<u>Line Item No</u>	<u>Description</u>	<u>Firm Fixed Price Per Month</u>
023O	V.34-compatible	<u>\$3</u>
024	ROUTER/BRIDGE/ CONCENTRATOR	\$_____
024A	BAY NETWORKS (WELLFLEET) LN2020	<u>\$75</u>
024B	BAY NETWORKS (WELLFLEET) BCN	<u>\$75</u>
024C	BUSTECH ELC-2	<u>\$50</u>
024D	CISCO AGS+	<u>\$20</u>
024E	CISCO AGS+3	<u>\$15</u>
026	TERMINAL	
026A	IBM 3270	<u>\$2</u>
027	PERSONAL COMPUTER	
027A	Pentium, 133 MHz, 16 MB RAM, 1.6 GB hard disk, 3.5 inch floppy disk drive, and 6X CD-ROM disk drive	<u>\$15</u>

028	CSU/DSU/ISU	
028A	GENERAL DATACOMM 552	<u>\$5</u>
028B	ADTRAN 2 X 64 ISU	<u>\$5</u>
		<u>Firm Fixed</u>
		<u>Price Per</u>
		<u>Month</u>
029	STORAGE SPACE	
029A	Square Foot Cold Storage Space (Equipment Not Powered On)	<u>\$10</u>
024F	CISCO AGS+4	<u>\$15</u>
024G	CISCO 2500	<u>\$5</u>
024H	CISCO 7000	<u>\$200</u>
024I	CISCO 7513	<u>\$255</u>
024J	IBM 3172	<u>\$50</u>
024K	RESERVED	<u>\$ _____</u>
024L	INTERLINK 3722 GATEWAY DEVICE	<u>\$20</u>
		<u>Firm Fixed</u>
		<u>Price Per</u>
		<u>Month</u>
024M	VITALINK TRANSLAN BRIDGE	<u>\$20</u>

025	PRINTER	
025A	IBM 3800-3	<u>\$75</u>
025B	IBM 3827	<u>\$N/C</u>
025C	IBM 3900	<u>\$90</u>
025D	IBM 4245-20	<u>\$15</u>
025E	SIEMENS 2300	<u>\$105</u>
025F	XEROX 4090	<u>\$90</u>
025G	XEROX 4635	<u>\$135</u>
025H	XEROX 9790	<u>\$90</u>
029B	Square Foot Warm Storage Space (Equipment Powered On)	<u>\$15</u>
029C	Square Foot Hot Storage Space (Equipment Powered On And Attached To Network)	<u>\$15</u>
030	RACK CABINET	
030A	Six Foot Cabinet	<u>\$25</u>
030B	EP-1 Patch, Each Increment of 18 Ports	<u>\$5</u>
030C	RS-232 Cable	<u>\$N/C</u>
030D	V.35 Cable	<u>\$N/C</u>
030E	Installation Fee Per Port, One Time Cost	

		<u>\$N/C</u>
	Shipment Cost Per Cabinet, One Time Cost	
030F		<u>\$N/C</u>
031	SWITCHED 56 KBPS CIRCUIT TO RECOVERY FACILITY/NETWORK NODE	
031A	Circuit Installation, One Time Cost	<u>\$660</u>
031B	Circuit Availability Fee	<u>\$60</u>
		<u>Firm Fixed</u>
		<u>Price Per</u>
<u>Line Item No</u>	<u>Description</u>	<u>Month</u>
	Central Office Access Fee	
031C	Channel Termination Fee	<u>\$75</u>
	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (1-100 miles from recovery facility)	
031D		<u>\$5</u>
	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (101-500 miles from recovery facility)	
031E		<u>\$15</u>
	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (500+ miles from recovery facility)	
031F		<u>\$18</u>
032	SWITCHED T-1 CIRCUIT TO RECOVERY FACILITY/NETWORK NODE	
032A	Circuit Installation, One Time Cost	<u>\$9</u>
032B	Circuit Availability Fee	<u>\$900</u>

032C	Central Office Access Fee (per mile) Channel Termination Fee	<u>\$192</u>
032D	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (1-100 miles from recovery facility)	<u>\$190</u>
032E	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (101-500 miles from recovery facility)	<u>\$306</u>
032F	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (500+ miles from recovery facility)	<u>\$540</u>
		<u>Firm Fixed</u>
		<u>Price Per</u>
		<u>Month</u>
<u>Line Item No</u>	<u>Description</u>	
033	SWITCHED T-3 CIRCUIT TO RECOVERY FACILITY/NETWORK NODE	
033A	Circuit Installation, One Time Cost	<u>\$1,654</u>
033B	Circuit Availability Fee	<u>\$2,736</u>
033C	Central Office Access Fee (per mile) Channel Termination Fee	<u>\$5,076</u>
033D	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (1-100 miles from recovery facility)	<u>\$1,047</u>
033E	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (101-500 miles from recovery facility)	<u>\$1,047</u>
033F	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (500+ miles from recovery facility)	<u>\$1,047</u>

034	ISDN PRI CIRCUIT (From Area Codes 202, 301, 410, and 703 Only) TO RECOVERY FACILITY/NETWORK NODE	
034A	Circuit Installation, One Time Cost	<u>\$1,680</u>
034B	Circuit Availability Fee	<u>\$378</u>
034C	Central Office Access Fee (per mile)	<u>\$162</u>
		<u>Firm Fixed</u>
		<u>Price Per</u>
		<u>Month</u>
<u>Line Item No</u>	<u>Description</u>	
034D	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (1-100 miles from recovery facility)	<u>\$5</u>
034E	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (101-500 miles from recovery facility)	<u>\$15</u>
034F	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (500+ miles from recovery facility)	<u>\$18</u>
035	ISDN BRI CIRCUITS (From Area Codes 202, 301, 410, and 703 Only) TO RECOVERY FACILITY/NETWORK NODE	
035A	Circuit Installation, One Time Cost	<u>\$180</u>
035B	Circuit Availability Fee	<u>\$48</u>
035C	Central Office Access Fee (per mile)	<u>\$48</u>

		<u>Plus \$.02 per mile</u>
035D	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (1-100 miles from recovery facility)	<u>\$5</u>
035E	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (101-500 miles from recovery facility)	<u>\$15</u>
035F	Circuit Per Hour Usage Fee, Not a Recurring Monthly Cost (500+ miles from recovery facility)	<u>\$18</u>

<u>Line Item No</u>	<u>Description</u>	<u>Firm Fixed Price Per Month</u>
036	CACHE MEMORY FOR DASD CONTROLLERS	
036A	32 MB	<u>\$N/C</u>
037	CHANNEL EXTENDERS	
037A	NSC 7200	<u>\$80</u>
037B	AT&T Paradyne 8860	<u>\$80</u>
037C	Computerm (Host and Remote)	<u>\$80</u>
038	CONTROLLER	
038A	IBM 3174 (Local)	<u>\$10</u>
038B	IBM 3X74 (Remote)	<u>\$10</u>

039	TIMER AND COUPLING FACILITY	
039A	IBM 9037	<u>\$150</u>
039B	IBM 9764	<u>\$1,725</u>
040	MOBILE CLUSTER	
040A	IBM 3X74 Remote Controller, 25 IBM 327X Terminals, 2 Modems, 2 IBM 4224 Printers	<u>\$75</u>
041	STORAGE LOCKER	
041A	Six Cubic Feet Storage Space	<u>\$20</u>
042	T-3 ACCESSES	
		<u>Firm Fixed</u>
		<u>Price Per</u>
		<u>Month</u>
<u>Line Item No</u>	<u>Description</u>	
042A	Switched T-3 Circuit Access With CSU/DSU	<u>\$150</u>
043	T-1 ACCESSES	
043A	Switched T-1 Circuit Access With CSU/DSU	<u>\$20</u>
044	56 KB ACCESSES	
044A	Switched 56 KB Circuit Access With CSU/DSU	<u>\$5</u>
045	ISDN ACCESSES	
045A	ISDN PRI Circuit Access With ISU	

		<u>\$50</u>
045B	ISDN BRI Circuit Access With ISU	<u>\$5</u>
046	CUSTOMER CONTROL CENTER	
046A	Level 1	<u>\$10</u>
046B	Level 2	<u>\$100</u>
046C	Level 3	<u>\$265</u>

B5.3 Additional System Resources Other Than Monthly Fees

<u>Line Item No</u>	<u>Description</u>	<u>Firm Fixed Price</u>
047	TECHNICAL SUPPORT	
047A	Tape Handling Services (Per Hour Rate)	<u>\$20</u>
047B	Operation Support Services (Per Hour Rate)	<u>\$110</u>
048	CONSULTING SUPPORT	
048A	Certified Disaster Recovery Planner (Per Hour Rate)	<u>\$200</u>
049	DISASTER RECOVERY PLANNING PC/LAN-BASED AUTOMATED TOOL	
049A	Single User License Fee (One Time Cost)	<u>\$4,200</u>

049B Five User License Fee (One Time Cost) \$11,200

049C Fifty User License Fee (One Time Cost) \$44,800

<u>Line Item No</u>	<u>Description</u>	<u>Firm Fixed Price</u>
050	Eight (8) Hours Test Time	
050A	Core System 1 (One Time Cost)	<u>\$850</u>
050B	Core System 2 (One Time Cost)	<u>\$1,800</u>
050C	Core System 3 (One Time Cost)	<u>\$2,500</u>
050D	Core System 4 (One Time Cost)	<u>\$3,600</u>
050E	Core System 5 (One Time Cost)	<u>\$12,000</u>
050F	Core System 6 (One Time Cost)	<u>\$16,000</u>
050G	Core System 7 (One Time Cost)	<u>\$24,000</u>
050H	Core System 8 (One Time Cost)	<u>\$28,000</u>
050I	Core System 9 (One Time Cost)	<u>\$31,500</u>
050J	Core System 10 (One Time Cost)	<u>\$36,600</u>
050K	Core System 11 (One Time Cost)	<u>\$41,400</u>
050L	Core System 12 (One Time Cost)	<u>\$46,000</u>

050M	Core System 13 (One Time Cost)	<u>\$55,200</u>
050N	Microcomputer/LAN Hot Site (One Time Cost)	<u>\$1,000</u>
051	COST REIMBURSABLE ITEMS	
		Not To Exceed Amount To Be Specified In Task Order
051A	Express Shipping, Etc.	
		Not to exceed amount to be specified in task order
051B	Travel	
		<u>Firm Fixed Price</u>
<u>Line Item No</u>	<u>Description</u>	
052	DISASTER CONTINGENCY FOR FIRST FIVE DAYS DECLARED DISASTER	
		Not To Exceed Amount To Be Specified At Time Of Contract Award *
052A	Disaster Declaration Fee	
		Same As Above *
052B	Daily Hot Site Fee	
		Same As Above *
052C	Daily Cold Site Fee	
		Same As Above *

* The not to exceed amounts specified herein are the Government s maximum obligation, in case of disaster declaration, and cannot be exceeded by the Contractor without the Government increasing the not to exceed amounts through the issuance of a unilateral contract modification.

It is understood that the Contractor will receive payment for the services performed under this line item only when a disaster has been declared in accordance with this contract.

B5.4 Optional System Resources

053 OPTIONAL SYSTEM RESOURCES

053A All Optional System Resource Supplies
and Services

Available at
same reduced
rate

GSA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

SunGard Availability Services LP, 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:

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

SunGard Availability Services, LP in the spirit of the Federal Acquisition Streamlining Act (ordering activity) and SunGard Availability Services, LP 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

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

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