

*Authorized Information Technology  
Schedule Pricelist*

*Through Modification No. 134*

**Federal Supply Service**  
U.S. General Services Administration

**AUTHORIZED FEDERAL SUPPLY  
SERVICE INFORMATION  
TECHNOLOGY SCHEDULE  
PRICELIST**

GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT,  
SOFTWARE AND SERVICES

**Special Item Numbers (SIN) Products/Services**

132-8.....	Purchase of Equipment
132-12.....	Maintenance
132-33.....	Perpetual Software Licenses
132-34.....	Maintenance of Software
132-51.....	Information Technology Professional Services

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

**SIN 132-8 Purchase of Equipment**

FSC Class 7010.....SYSTEM CONFIGURATION

- + End User Computer/Desktop Computers
- + Servers
- + Large Scale Computers
- + Other Systems Configuration Equipment, Not Elsewhere Classified

FSC Class 7025.....INPUT/OUTPUT AND STORAGE DEVICES

- + Network Equipment
- + Other Communications Equipment
- + Storage Devices including Magnetic Storage, Magnetic Tape and Optical Disk
- + Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC Class 7035.....ADP SUPPORT EQUIPMENT

- + ADP Support Equipment

FSC Class 7050.....ADP COMPONENTS

- + ADP Boards

FSC Class 5995.....CABLE, CORD, AND WIRE ASSEMBLIES:  
COMMUNICATIONS EQUIPMENT

- + Communication Equipment Cable

FSC Class 6015.....FIBER OPTIC CABLE

- + Fiber Optic Cable

FSC Class 6145.....WIRE AND CABLE, ELECTRIC

- + Coaxial Cable

FPDS Code N070.....OTHER

- + Installation
- + Deinstallation
- + Reinstallation

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, if applicable.

**SIN 132-12 Maintenance of Equipment**

FPDS Code J070.....See FSC Class for basic equipment

- + Maintenance

**SIN 132-33 Perpetual Software Licenses**

FSC Class 7030.....INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- + Operating System Software
- + Application Software
- + Electronic Commerce (EC) Software

Microcomputers

- + Operating System Software
- + Application Software
- + Electronic Commerce (EC) Software

**SIN 132-34 Maintenance of Software**

No Code or Class..... See FSC Class for basic software

**SIN 132-51 Information Technology Professional Services**

FPDS Code D301.....IT Facility Operation and Maintenance

FPDS Code D302.....IT Systems Development Services

FPDS Code D306.....IT Systems Analysis Services

FPDS Code D307.....Automated Information Systems Design and Integration Services

FPDS Code D308.....Programming Services

FPDS Code D308.....Millennium Conversion Services (Y2K)

FPDS Code D311.....IT Data Conversion Services

FPDS Code D316.....IT Network Management Services

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 performed by the publisher or manufacturer or one of their authorized agents.

**Contractor:**

**Fujitsu Computer Systems Corporation**  
1250 East Arques Ave.  
M/S 279  
Sunnyvale, CA 94088  
(408) 992-3287

**Contract Number: GS-35F-5848H**

**Period Covered By Contract: July 31, 1998 - July 29, 2008**

**General Services Administration  
Federal Supply Service**

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

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## INFORMATION FOR ORDERING ACTIVITIES

### SPECIAL NOTICE TO AGENCIES Small Business Participation

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

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

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

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

#### 1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

The Geographic Scope of Contract will be domestic delivery only.

#### 2. CONTRACTOR ORDERING ADDRESS AND PAYMENT INFORMATION:

a. ORDERING ADDRESS.

Fujitsu Computer Systems Corporation  
1250 East Arques Avenue  
Sunnyvale, CA 94088  
Attention: Ms. Jillian Pinto mailstop 320  
(408) 746-4790 (PHONE)  
(408) 746-6034 (FAX)

b. PAYMENT ADDRESS.

For payments up to \$100,000.00:  
Fujitsu Computer Systems Corporation  
5666 Collections Center Drive  
Chicago, IL 60693

Payments in excess of \$100,000.00 are to be sent via Electronic Funds Transfer (EFT). EFT information will be included on invoices.

c. GOVERNMENT CREDIT CARDS. 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 will be printed on the invoice.

d. TECHNICAL AND/OR ORDERING ASSISTANCE. The following telephone number(s) that can be used by ordering activities to obtain technical and/or ordering assistance:

Technical Assistance ..... (800) 962-8709  
Ordering Assistance..... (408) 746-4790  
Maintenance Ordering Assistance..... (408) 746-4790

#### 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:

a. Information for Field Buying Offices to Complete Standard Form 279, Federal Procurement Data System (FPDS) Individual Contract Action Report.

Block 9: G (Order/Modification Under Federal Schedule).  
Block 16: Data Universal Numbering System (DUNS) number is 01-843-1853.  
Block 30: Type of Contractor is (C) Large Business.  
Block 31: Woman-Owned Small Business (No).  
Block 36: Contractor's Taxpayer Identification Number (TIN) is 77-0554941.

b. CAGE CODE: 1UWJ1 (for DD Form 350).

c. Contractor has registered with the Central Contractor Registration Database.

#### 5. F.O.B. POINT:

a. Destination for the 48 contiguous states and the District of Columbia.

b. Point of Exportation for all other overseas locations. In place of a delivery/installation date for equipment, a shipping date shall be specified on the order. The Contractor shall pay for shipment to a CONUS APO/FPO or point of exportation. At the option of the ordering activity, F.O.B. will be Point of Origin, with freight and insurance prepaid and invoiced. Authorization for all shipping, export, and other charges must be included on the ordering activity order.

#### 6. DELIVERY SCHEDULE:

a. TIME OF DELIVERY. The Contractor shall deliver to the destination within the number of calendar days after

receipt of order (ARO), as set forth below.

Special Item Number	Delivery Time (Days ARO)
132-8	30
132-33	30

Special configurations may require additional time. These instances will be negotiated and agreed upon between the Ordering Activity and Contractor. In no case shall delivery times exceed 180 days ARO.

- b. **EXPEDITED DELIVERY.** Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor based on the availability of product inventory. Delivery times of 1-30 days after receipt of order (ARO) are available, as negotiated between the Ordering Activity and the Contractor.

Contractor agrees to give priority over all nonemergency orders to deliveries for orders which are identified as being in support of disaster recovery for replacement in kind of existing systems that have been destroyed, seriously damaged, or otherwise rendered inoperable.

- c. **OVERNIGHT AND 2-DAY DELIVERY.** When schedule Customers require overnight or 2-day delivery, ordering activities are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor provides overnight and 2-day delivery times subject to the availability of product inventory. The Contractor shall pay for shipment, with freight and insurance prepaid and invoiced. Authorization must be included on the ordering activity order for products.
- d. **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:**

- a. **PROMPT PAYMENT.** Prompt payment is 2% - 20 days, Net 30 days from receipt of invoice or date of acceptance, whichever is later. This discount does not apply to Maintenance orders.
- b. **QUANTITY.** None
- c. **DOLLAR VOLUME.** An additional discount based on the total monthly dollar volume (at net GSA monthly maintenance charges set forth in the Pricelist) shall be granted for the Purchase of Maintenance under Special Item Number 132-12 (excluding maintenance of Sun equipment) under a single purchase order as follows:

Monthly Dollar Volume	Discount from Net GSA Price Total
\$0-\$5000	0% (GSA Price x 1.0)
\$5,001-\$15,000	5.21% (GSA Price x .9479)
\$15,001-\$30,000	8.33% (GSA Price x .9167)
\$30,001-\$50,000	10.42% (GSA Price x .8958)

\$50,001-\$75,000	12.50% (GSA Price x .8750)
\$75,001-\$110,000	15.62% (GSA Price x .8438)
\$110,001-\$150,000	20.83% (GSA Price x .7917)
\$150,001 – or more	26.04% (GSA Price x .7396)

**Example**

Total monthly maintenance charges =\$20,100  
 \$20,100 x .9167 = \$18,425.67

- d. **GOVERNMENT EDUCATIONAL INSTITUTIONS.** Government Educational Institutions are offered the same discounts as all other Government Customers.
- e. **OTHER.** None.
- f. **PRICES.** All prices shown herein are net GSA prices unless otherwise indicated.

**8. TRADE AGREEMENTS ACT OF 1979 (as amended):**

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

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

Not available within the scope of this contract.

**10. SMALL REQUIREMENTS:**

The minimum dollar value of an order for delivery to one destination is \$100.00.

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

- a. **SPECIAL ITEM 132-8 - PURCHASE OF EQUIPMENT.** The maximum dollar value per order for all purchased equipment will be \$500,000.
- b. **SPECIAL ITEM 132-12 – MAINTENANCE OF EQUIPMENT.** The maximum dollar value per order for all maintenance of equipment will be \$500,000.
- c. **SPECIAL ITEM 132-33 - PERPETUAL SOFTWARE LICENSES.** The maximum dollar value per order for all perpetual licenses will be \$500,000.
- d. **SPECIAL ITEM 132-34 – MAINTENANCE OF SOFTWARE.** The maximum dollar value per order for all maintenance of software will be \$500,000.
- e. **SPECIAL ITEM 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES.** The maximum dollar value per order for all IT professional services will be \$500,000.

**12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY 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:**

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Federal departments and 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):**

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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):**

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Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

**14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001):**

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- 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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- c. CERTIFICATIONS, LICENSES AND ACCREDITATIONS: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations 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.

**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 C.1.).

**16. GSA ADVANTAGE!:**

The 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 category(ies).

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

**17. PURCHASE OF OPEN MARKET ITEMS:**

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. 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 purchase, installation and maintenance of equipment in areas listed in the Pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

All orders will be accepted by the Contractor on a case-by-case basis.

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 (Purchase and Maintenance).

**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 Clause 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 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.

**23. SECTION 508 COMPLIANCE:**

If applicable, Section 508 compliance information on the supplies and services in this contract are available at [www.computers.us.fujitsu.com/www/government.shtml](http://www.computers.us.fujitsu.com/www/government.shtml).

**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. PRODUCT TRANSITIONS:**

The Contractor may supply substituted products, with respect to internal system components, options or external peripherals, as long as the substitute item provides materially the same or better functional performance at an equal or lower price. No modifications to the relevant Delivery Order are required to effect such product substitutions. The Contractor's invoice will identify the product actually shipped rather than the product ordered. The ordering activity Paying Office is instructed to make payments in accordance with this paragraph, without requiring a modification to the relevant Delivery Order.

**27. 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>.

**28. ADVANCE PAYMENTS:**

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

***TERMS AND CONDITIONS  
APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY  
EQUIPMENT (SPECIAL ITEM 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) 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 BPA's, 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 unless otherwise specified.

**4. INSTALLATION AND TECHNICAL SERVICES:**

- a. **INSTALLATION.** Contractor provides equipment that it considers self-installable and not self-installable.

The initial installation is provided at no charge to the ordering activity for the following equipment for ordering activity locations within fifty (50) miles of Contractor's Authorized Service Locations. Installation for all other equipment, and for ordering activity locations in excess of fifty (50) miles of Contractor's Authorized Service Locations, is available outside the scope of this contract.

- + PRIMEPOWER M600/800
- + PRIMEPOWER M1000/2000

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. If requested, general system overviews and basic operational training are available, and the charges for such services are outside the scope of this contract.

- 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.

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals relating to the equipment being installed/purchased that is normally provided commercially at no charge.
- d. **TECHNICAL SERVICES.** Technical services are only available in conjunction with purchase warranty provisions and maintenance service (Special Item Number 132-12).

**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 post-acceptance 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 will apply to this contract.

The level of warranty service and period of service varies by product line from date of delivery or date of installation. Levels of service include return to factory and on-site warranty service. On-site warranty service is limited to ordering activity Locations within fifty (50) miles of Contractor's Authorized Service Locations. The level of warranty service and period of service varies by product line as per the following:

Product Line	Period
PRIMEPOWER M200/400 .....	3 Years
PRIMEPOWER M600/800 .....	1 Year
PRIMEPOWER M1000/2000.....	1 Year
LVS 2900 .....	1 Year
LVS 4800 & GSS 4900.....	1 Year

Product Line	Level of Warranty Service
PRIMEPOWER M200/400 .....	A
PRIMEPOWER M600/800 .....	B
PRIMEPOWER M1000/2000.....	C
LVS 2900 .....	D
LVS 4800 & GSS 4900.....	E

**Level A Warranty Service**

- + Telephone support hotline: 1-800-962-8709
- + Telephone support coverage hours: M-F, 8AM-5PM local time, excluding holidays.
- + Call-back response: (severity levels defined below).

Severity 1: 8 Business Hours.  
 Severity 2: Next Business Day.  
 Severity 3: Customer convenience.

- + On-site coverage hours: M-F, 8AM-5PM local time, excluding holidays.
- + On-site repair response: 2nd Business Day.
- + Spare Parts: Within 24 business hours.

**Level B Warranty Service**

- + Telephone support hotline: 1-800-962-8709
- + Telephone support coverage hours: 7x24, excluding holidays.
- + Call-back response: (severity levels defined below).

Severity 1: 4 Business Hours.

Severity 2: Next Business Day.  
Severity 3: Customer convenience.

- + On-site coverage hours: M-F, 8AM-5PM local time, excluding holidays.
- + On-site repair response: (severity levels defined below).

Severity 1: 4 Business Hours.  
Severity 2 & 3: Next Business Day.

- + Spare Parts: Within 24 hours of identification of the failing part.

**Level C Warranty Service**

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- + Telephone support hotline: 1-800-962-8709
- + Telephone support coverage hours: 7x24x365.
- + Call-back response: (severity levels defined below).

Severity 1: Live Transfer.  
Severity 2: 2 hours.  
Severity 3: 4 hours.

- + On-site coverage hours: M-F, 8AM-8PM local time, excluding holidays.
- + On-site repair response: (severity levels defined below).

Severity 1: 4 Business Hours.  
Severity 2 & 3: Next Business Day.

- + Spare Parts: Within 24 hours of identification of the failing part.

**Level D Warranty Service**

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- + Telephone support hotline: 1-800-962-8709
- + Telephone support coverage hours: M-F, 8AM-8PM local time, excluding holidays.
- + Call-back response: (severity levels defined below).

Severity 1: 2 hours.  
Severity 2: 4 hours.  
Severity 3: Next Business Day.

- + On-site coverage hours: M-F, 8AM-8PM local time, excluding holidays.
- + On-site repair response: (severity levels defined below).

Severity 1: 4 hours.  
Severity 2 & 3: Next Business Day.

- + Spare Parts: Within 2 hours of parts order by On-Site Field Engineer.

**Level E Warranty Service**

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- + Telephone support hotline: 1-800-962-8709
- + Telephone support coverage hours: 7x24x365.
- + Call-back response: (severity levels defined below).

Severity 1: Live transfer.  
Severity 2: 2 hours.  
Severity 3: 4 hours.

- + On-site coverage hours: 7x24x365.
- + On-site repair response: (severity levels defined below).

Severity 1: 4 hours.  
Severity 2 & 3: Next Business Day.

- + Spare Parts: Within 2 hours of parts order by On-Site Field Engineer.

- b. All replaced parts during the warranty period shall become the property of the Contractor.
- c. When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity's installation, until the equipment is returned to such installation.

When equipment is returned to Contractor's establishment for repairs by the ordering activity, Contractor shall only 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.

- d. Warranty does not apply if damage to the equipment is occasioned by fault or negligence of the ordering activity.
- e. Warranty Service Definitions.
  - + Severity 1: Storage Down, Business Outage.
  - + Severity 2: A serious problem, but impaired production can proceed.
  - + Severity 3: An important problem that does not affect production.
  - + "Business Hour" is defined as 8 AM to 5 PM, local time, Monday through Friday.
  - + "Local Time" is the official time in the region where the product is located.

- f. Except as expressly stated, Contractor makes no warranties, express or implied, including but not limited to the implied warranties of fitness for a particular purpose and merchantability, or arising from a course of dealing, usage or trade practice.
- g. LIMITATION OF LIABILITY. The Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items. Contractor's entire liability to the ordering activity for damages in any way related to the subject matter of this Agreement shall not exceed the amount of the purchase price for the Equipment that caused the damage or is directly related to the cause of action. This provision shall not limit the extent of the indemnity set forth in the section entitled "Intellectual Property Infringement," nor shall the limitation set forth herein apply to claims for personal injury or for damages to real or tangible personal property to the extent caused by Contractor's fault or negligence.

- h. THE EQUIPMENT IS NOT DESIGNED OR INTENDED FOR USE IN ON-LINE CONTROL OF AIRCRAFT, AIR TRAFFIC, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATIONS, OR IN THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY NUCLEAR FACILITY OR FOR USE IN THE CONTROL OF MASS TRANSIT OR MEDICAL APPLICATIONS OR IN ANY OTHER INHERENTLY DANGEROUS APPLICATION. CONTRACTOR AND ITS SUPPLIER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USES AND SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM SUCH USE IF THE

ORDERING ACTIVITY USES THE EQUIPMENT IN SUCH APPLICATIONS.

THE ORDERING ACTIVITY AGREES NOT TO USE OR RESELL THE EQUIPMENT FOR SUCH PURPOSES AND AGREES TO INDEMNIFY CONTRACTOR AND ITS SUPPLIER FOR ANY AND ALL CLAIMS FOR LOSSES, COSTS, DAMAGES OR LIABILITY, WITHOUT LIMITATION, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS SECTION.

- i. LICENSED INTERNAL CODE AND OTHER SOFTWARE. Contractor hereby grants the ordering activity, only for so long as the ordering activity shall own the Equipment, a non-exclusive license to use Licensed Internal Code as part of the normal operation and maintenance of the Equipment. The ordering activity shall not otherwise copy, print, or alter or under any circumstances reverse assemble, decode or translate Licensed Internal Code.

Contractor may separately provide third party software with the Equipment, together with that party's license terms, either in electronic or printed form (generically referred to as "shrink wrap" licenses). Customer agrees that its rights with respect to and use of such software shall be governed exclusively by such license terms.

- j. UPGRADE TO MAINTENANCE PLANS. Upgrades from warranty service to Basic, Enhanced, and Premium Maintenance Plans set forth under Special Item Number 132-12 are available to the ordering activity during the warranty service period for the additional monthly charges set forth in the Maintenance Pricelist.

**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 FPMR 41 CFR part 101-46.

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

**1. SERVICE AREAS:**

The maintenance and repair service rates listed herein are applicable to any ordering activity location within a fifty (50) mile radius of the Contractor's Authorized Service Locations. Uplift charges to the Monthly Maintenance Charge (MMC) shall apply to Maintenance Plans for locations beyond a fifty (50) mile radius of Contractor's Authorized Service Locations (see listing), as stated in paragraph 8.d of this Special Item Number 132-12.

**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:**

Not available under the scope of this contract.

**4. LOSS OR DAMAGE:**

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

**5. SCOPE:**

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity agency during the contract term.
- 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. Such charges are 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. The ordering activity shall provide adequate storage space and adequate working space including heat, light, ventilation, electric current and outlets for use of the Contractor's maintenance personnel. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to the Contractor.

**7. RESPONSIBILITIES OF THE CONTRACTOR:**

All replacement parts required for remedial maintenance on the equipment configuration under contract will be provided at no charge to the ordering activity. Contractor will replace defective parts with new or like new parts. Upon installation of repair parts, all parts removed from the system will become the property of 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 specific principal period of maintenance, based on the Maintenance Plan ordered by the ordering activity, exclusive of holidays observed at the ordering activity location.
- c. **AFTER HOURS.** Not available under the scope of this contract.
- d. **TRAVEL AND TRANSPORTATION.** An additional charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's Authorized Service Locations.

Uplift charges to the Monthly Maintenance Charge (MMC) shall apply to Maintenance Plans for locations beyond a fifty (50) mile radius of Contractor's Authorized Service Locations (see listing), and are as follows:

Zone	Miles	Uplift
Zone A	0-50 miles	None
Zone B	51-100	MMC + 5%
Zone C	101-150	MMC + 15%
Zone D	151-250	MMC + 30%
Zone E	251-300	MMC + 50%

- e. **QUANTITY DISCOUNTS.** None.
- f. **OPTIONAL MAINTENANCE PLANS.** The following maintenance plans are available to the ordering activity:
  - (1) **PREMIUM MAINTENANCE SERVICE.**

- + Telephone support hotline: 1-800-962-8709.
- + Telephone support coverage hours: 7x24x365.
- + Call-back response: Live transfer.
- + On-site coverage hours: 7x24x365.

- + On-site repair response: (severity levels defined below).
- + Severity 1: 2 hours for sites within 50 mile radius of an authorized service location. For a listing of Authorized Service Locations please see the Authorized Service Locations section of this Pricelist.
- + Severity 2: 4 hours.
- + Severity 3: Next Business Day.
- + Parts Delivery within 24 hours of identification of failing part.

(2) ENHANCED MAINTENANCE SERVICE.

- + Telephone support hotline: 1-800-962-8709.
- + Telephone support coverage hours: 7x24x365.
- + Call-back response: (severity levels defined below).
- + Severity 1: Live transfer.
- + Severity 2: 2 hours.
- + Severity 3: 4 hours.
- + On-site coverage hours: M-F, 8AM-8PM local time, excluding holidays.
- + On-site repair response:
- + Severity 1: 4 hours.
- + Severity 2 & 3: Next Business Day.
- + Parts Delivery within 24 hours of identification of failing part.

(3) BASIC MAINTENANCE SERVICE.

- + Telephone support hotline: 1-800-962-8709.
- + Telephone support coverage hours: M-F, 8AM-8PM local time, excluding holidays.
- + Call-back response: (severity levels defined below).
- + Severity 1: Live transfer.
- + Severity 2: 2 hours.
- + Severity 3: 4 hours.
- + On-site coverage hours: M-F, 8AM-5PM local time, excluding holidays.
- + On-site repair response:
- + Severity 1: 4 hours.
- + Severity 2 & 3: Next Business Day.
- + Parts Delivery within 24 hours of identification of failing part.

(4) DEFINITIONS.

- + Severity 1: Storage Down, Business Outage.
- + Severity 2: A serious problem, but impaired production can proceed.
- + Severity 3: An important problem that does not affect production.
- + "Business Hour" is defined as 8 AM to 5 PM, local time, Monday through Friday.
- + "Local Time" is the official time in the region where the product is located.

(5) UPGRADE TO MAINTENANCE PLANS. Upgrades from warranty service to Basic, Enhanced, and Premium Maintenance Plans set forth under Special Item Number 132-12 are available to the ordering activity during the warranty service period for the additional monthly charges set forth in the Maintenance Pricelist.

**9. REPAIR SERVICE RATE PROVISIONS:**

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Not available under the scope of this contract.

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

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Not available under the scope of this contract.

**11. GUARANTEE/WARRANTY - REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS:**

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Not available under the scope of this contract.

**12. INVOICES AND PAYMENTS:**

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- a. 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.
- b. 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.

***TERMS AND CONDITIONS  
APPLICABLE TO PERPETUAL  
SOFTWARE LICENSES (SPECIAL  
ITEM 132-33) AND MAINTENANCE  
(SPECIAL ITEM 132-34) OF  
GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY  
SOFTWARE***

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**1. INSPECTION/ACCEPTANCE:**

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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 post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered (For self-installable equipment, a period not to exceed 30 days from receipt of equipment. For Contractor installed equipment a period not to exceed 30 days from Installation); 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:**

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

Guarantee/warranty for operating software (OS) includes:

- + Replacement of defective media, missing or unusable documentation.
- + Explanation or clarification of documentation regarding installation and/or configuration of the product.
- + Ability to report urgent or serious software problems.
- + A reasonable efforts workaround and access to available Software Product patches.

Guarantee/warranty periods for operating system (OS) software from date of acceptance are:

Product Line	Period
OS installed in PRIMEPOWER M200/400 .....	90 Days
OS installed in PRIMEPOWER M600/800 .....	90 Days
OS installed in PRIMEPOWER M1000/2000 .....	1 Year
OS installed in LVS 2900 .....	1 Year
OS installed in LVS 4800 & GSS 4900 .....	1 Year

- b. Except as expressly stated, Contractor makes no warranties, express or implied, including but not limited to the implied warranties of fitness for a particular purpose and merchantability, or arising from a course of dealing, usage or trade practice.
- c. **LIMITATION OF LIABILITY.** The Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items. Contractor's entire liability to Customer for damages in any way related to the subject matter of this Agreement shall not exceed the amount of the purchase price for the Equipment that caused the damage or is directly related to the cause of action. This provision shall not limit the extent of the indemnity set forth in the section entitled "Intellectual Property Infringement," nor shall the limitation set forth herein apply to claims for personal injury or for damages to real or tangible personal property to the extent caused by Contractor's fault or negligence.
- d. **THE EQUIPMENT IS NOT DESIGNED OR INTENDED FOR USE IN ON-LINE CONTROL OF AIRCRAFT, AIR TRAFFIC, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATIONS, OR IN THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY NUCLEAR FACILITY OR FOR USE IN THE CONTROL OF MASS TRANSIT OR MEDICAL APPLICATIONS OR IN ANY OTHER INHERENTLY DANGEROUS APPLICATION. CONTRACTOR AND ITS SUPPLIER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USES AND SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM SUCH USE IF THE ORDERING ACTIVITY USES THE EQUIPMENT IN SUCH APPLICATIONS.**

THE ORDERING ACTIVITY AGREES NOT TO USE OR RESELL THE EQUIPMENT FOR SUCH PURPOSES AND AGREES TO INDEMNIFY CONTRACTOR AND ITS SUPPLIER FOR ANY AND ALL CLAIMS FOR LOSSES, COSTS, DAMAGES OR LIABILITY, WITHOUT LIMITATION, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS SECTION.

**3. TECHNICAL SERVICES:**

During the warranty period, the Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (800) 926-8709 for the purpose of providing user

assistance and guidance in the implementation of the software. The technical support number is available from 8:00 AM to 5:00 PM PST.

After the warranty period, technical services are provided solely in accordance with the maintenance plan ordered by the ordering activity.

**4. SOFTWARE MAINTENANCE:**

a. **PRIMEPOWER.** Software maintenance is provided by the Contractor inclusive with Maintenance of Equipment Special Item Number 132-12 only. Software maintenance cannot be ordered separately. Contractor provides optional plans for maintenance. Based on the hardware maintenance plan ordered by the ordering activity, software maintenance service by plan shall include the following:

(1) **PREMIUM AND ENHANCED MAINTENANCE SERVICE.**

- + Telephone support hotline
- + Enhancement releases
- + Patch and Maintenance releases
- + Remote Maintenance

(2) **BASIC MAINTENANCE SERVICE.**

- + Telephone support hotline
- + Enhancement releases
- + Patch and Maintenance releases

**SUN.** Software maintenance of Sun products may be ordered separately. Software maintenance service by plan shall include the following:

**PREMIUM AND ENHANCED MAINTENANCE SERVICE FOR SUN.**

- + Telephone support hotline
- + Problem diagnosis inclusive of patches
- + Remote Maintenance

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

**5. PERIODS OF MAINTENANCE (132-34):**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. **ANNUAL FUNDING.** When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

Notwithstanding "c", above, the ordering activity may choose to issue a delivery order for maintenance which extends beyond the end of the fiscal year, under the authority of FAR 37.106 and/or DFAR 237.106(2).

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

**6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE:**

Not available under the scope of this contract.

**7. TERM LICENSE CESSATION:**

Not available under the scope of this contract.

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

Commercial computer software and/or commercial computer software documentation is offered by the Contractor under licenses customarily provided to the public. The ordering activity shall have only those rights specified in the end-user license agreement packaged with the Software Product (or herein). The Contractor does not furnish technical information related to commercial computer software (or commercial computer software documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer software (or commercial computer software documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

**9. SOFTWARE CONVERSIONS (132-33):**

Not available under the scope of this contract.

**10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:**

All equipment compatibility or supported hardware functions applicable to Contractor's products are set forth in the Contractor's published literature or manuals supplied with the Products. For all additional information concerning supported hardware or compatibility requirements the ordering activity is advised to contact the Contractor.

**11. RIGHT-TO-COPY PRICING:**

The right to copy is limited solely for the purpose of system back up.

**TERMS AND CONDITIONS  
APPLICABLE TO INFORMATION  
TECHNOLOGY PROFESSIONAL  
SERVICES (SPECIAL ITEM 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. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK): (G-FCI-920) (MAR 2003):**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- a. When ordering services, ordering activities shall—

- (1) Prepare a Request (Request for Quote or other communication tool):
  - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
  - (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
  - (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
  - (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132-51 ONLY, the ordering activity, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies

and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the ordering activity's needs are available, if the order is estimated to exceed the micro-purchase threshold.

- (i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.
  - (ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.
  - (iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.
  - (iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.
- (3) Evaluate Responses and Select the Contractor to Receive the Order:
- After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)
- b. The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—
- (1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

- (i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
- (ii) **MULTIPLE BPAs:** When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed.

The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

- c. The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- d. When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- e. The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

**4. ORDER:**

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- 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 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.

**5. PERFORMANCE OF SERVICES:**

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- 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.

**6. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989):**

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- 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.

**7. INSPECTION OF SERVICES:**

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The Inspection of Services—Fixed Price (AUG 1996) 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) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

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**8. RESPONSIBILITIES OF THE CONTRACTOR:**

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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 Rights in Data – General, may apply.

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**9. RESPONSIBILITIES OF THE ORDERING ACTIVITY:**

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

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**10. INDEPENDENT CONTRACTOR:**

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All IT 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.

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**11. ORGANIZATIONAL CONFLICTS OF INTEREST:**

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- 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.

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**12. INVOICES:**

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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.

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**13. PAYMENTS:**

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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 I (APR 1984) 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 (DEC 2002) applies to labor-hour orders placed under this contract.

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**14. RESUMES:**

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

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**15. INCIDENTAL SUPPORT COSTS:**

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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.

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**16. APPROVAL OF SUBCONTRACTS:**

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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.

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**17. DESCRIPTION OF IT SERVICES AND PRICING:**

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A description of the types of Information Technology Services offered under SIN 132-51 is set forth under the IT Service Descriptions Section. Specific Labor Categories and Rates are set forth in the IT Professional Services Price List.

## *Descriptive Information Relating to Equipment, Software and IT Services*

### Maintenance of Non-FCS Products (MVES)

FCS Customer Services and its management chain are ultimately responsible for maintaining the high level of support that FCS customers expect. Customers are assisted with problem management and resolution that frequently requires multi-vendor assistance. FCS's services organization and management design revolves around the concept of total support. The field structure provides an effective vehicle for handling a wide variety of systems problems that can occur in a complex environment when combined with the resources and capabilities of service partners. The FCS team's service structure provides a unique support organization dedicated to the fulfillment of requirements.

FCS field support staff remain at a site until all critical problems are resolved. These representatives work with site personnel and service partners to determine the source of a problem and its resolution. FCS field personnel develop a partnership with each customer, working with the customer to support specific requirements.

No other company in the industry today is as culturally focused on Mission-Critical Centered Applications as FCS. The result is a dedicated and committed effort to ensure system availability for customers. Today FCS's goal is to create the pathway for 100-percent availability for customers, from the datacenter to the desktop.

The quality and innovative features of FCS's products have attracted customers; effective and responsive support and services enable the company to keep them. FCS has invested heavily to build a support and services organization based on the concept that was introduced with its first product—a customer problem is an FCS problem. FCS systems, logistics, management, policies, and procedures to run this business are the best in the industry. They have been tried and tested on global customers. The full extent of resources — from engineering to research to executive management — are applied to a customer problem until it is fully resolved. Innovative approaches allow FCS to remain profitable in this business. FCS service leads the industry innovations such as:

- + Remote diagnostics in the glass house in 1975
- + Single management for hardware and software support
- + Multi-skilled field engineers cross trained for enterprise wide problem resolution
- + CrossView, integrated problem and inventory management system
- + Offered and delivered concurrent maintenance capability
- + Automated remote service capabilities
- + Formal systems assurance for all products and services to ensure flawless installations.

FCS's unique, innovative approach to service improves availability. This is achieved through world-class service organizations, extensive use of intelligent service tools, concurrent maintenance, automated logistic systems, automated call management systems, and remote monitoring capabilities. The high degree of integration of these capabilities offers unmatched enterprise service solutions from the glasshouse through the desktop.

### OPERATIONS SERVICES

#### Software Value Assessment

Software Value Assessment is designed to help clients manage their mainframe software licenses in order to reduce costs. It provides an in-depth review of the client's software structure. Clients receive valuable data and recommendations on software license strategy, software usage, and software selection alternatives.

This service assists the client in:

- + Reduction of software license and maintenance costs
- + Ensuring license compliance by comparing software usage with software licenses
- + Defining software alternatives where there are problems with software, software support, or vendor relationships
- + Making better decisions by understanding their software usage and software licensing policies.

#### System Support Increment

System Support delivers required expertise and resources to a client who may have a need for specialized expertise or supplemental support. This service offers the use of FCS personnel to the customer for an extended period of dedicated time. The following list describes examples of where FCS personnel may be able to assist clients:

- + System generation
- + Software maintenance
- + Software installation
- + Software support and problem determination
- + Operating system conversions
- + Subsystem conversions and upgrades (i.e. CICS)
- + Performance tuning
- + Project management
- + Facilitation
- + Component failure impact analysis.

The need for a systems services increment normally results from rapid growth due to consolidations and acquisitions, loss of personnel due to downsizing or facilities relocation or the sudden added responsibility of application systems operating software outside the areas of internal expertise. The customer receives a dedicated resource(s) to work exclusively in the specified area of need. This resource will report directly to customer management for direction on specific deliverables related to the customer's needs. In addition, the customer will receive all documentation and statistics resulting from the service. FCS Consultants can provide:

- + Specific knowledge that goes beyond the experience of client's own personnel
- + Quicker solutions through additional resources
- + Objective opinions on issues and problems
- + Independent management of projects that may not be appropriate for client staff

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

**1. PREAMBLE:**

Contractor 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.

**2. COMMITMENT:**

- a. To actively seek and partner with small businesses.
- b. To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- c. To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- d. 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.
- e. To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- f. To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- g. 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 the Contractor.

**SUGGESTED FORMATS FOR  
BLANKET PURCHASE AGREEMENTS**

**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

**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:

<b>MODEL/PART NUMBER</b>	<b>*SPECIAL BPA DISCOUNT/PRICE</b>
_____	_____
_____	_____

- (2) Delivery:

<b>DESTINATION</b>	<b>DELIVERY SCHEDULE/DATES</b>
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.
- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
  - (a) Name of Contractor;
  - (b) Contract Number;
  - (c) BPA Number;
  - (d) Model Number or National Stock Number (NSN);
  - (e) Purchase Order Number;
  - (f) Date of Purchase;
  - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

## ***BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"***

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

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

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

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

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.

## AUTHORIZED SERVICE LOCATIONS

City	State
	Alabama
Birmingham Huntsville	
	Arizona
Phoenix	
	California
Los Angeles Orange County San Diego San Ramon	
	Colorado
Denver	
	Connecticut
Hartford	
	District of Columbia
Washington	
	Florida
Jacksonville Miami Orlando Tampa	
	Georgia
Atlanta	
	Illinois
Bloomington Chicago Peoria Rockford Rosemont Springfield	
	Indiana
Bloomington Ft. Wayne Indianapolis	
	Iowa
Des Moines	
	Kansas
Kansas City Topeka Wichita	
	Maryland
Baltimore Bethesda	
	Massachusetts
Boston	
	Michigan
Detroit Grand Rapids Jackson Saginaw	
	Minnesota
Minneapolis	
	Mississippi
Jackson	
	Missouri
St. Louis	
	Nebraska
Omaha	
	New Mexico
Albuquerque	

	New Jersey
East Brunswick Ridgefield Park	
	New York
Albany Buffalo Garden City Ithaca/Syracuse Manhattan (NYC) White Plains	
	North Carolina
Charlotte Raleigh	
	Ohio
Cincinnati Cleveland Columbus Dayton	
	Oklahoma
Oklahoma City	
	Oregon
Portland	
	Pennsylvania
Mechanicsburg Philadelphia	
	South Carolina
Columbia Greenville Sioux Falls	
	Tennessee
Memphis Nashville	
	Texas
Austin Dallas Fort Worth Houston San Antonio	
	Utah
Salt Lake City	
	Virginia
Richmond	
	Washington
Bellevue Olympia Salem Seattle Vancouver	
	West Virginia
Clarksburg Martinsburg	
	Wisconsin
Green Bay Madison Marshfield Milwaukee	