

AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES  
Special Item No. 132-8 Purchase of Equipment  
Special Item No. 132-12 Maintenance  
Special Item No. 132-32 Term Software Licenses  
Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software  
Special Item No. 132-50 Training Courses  
Special Item No. 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 7010 System Configuration: End User Computers/Desktop Computers, Professional Workstations and Servers**

**FSC 7025 Input/Output and Storage Devices: Displays, Network Equipment, Storage Devices and Other Communications Equipment**

**FSC 7035 ADP Support Equipment**

**FSC 7050 ADP Components: ADP Boards**

- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070)
- Reinstallation (FPDS N070)

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

**SIN 132-12 - MAINTENANCE OF EQUIPMENT (FPDS Code J070 – Maintenance)**

- Maintenance

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES and SIN 132-32 – TERM SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers: Application, Utility and Communications Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces 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>.

**SIN 132-34 - MAINTENANCE OF SOFTWARE**

**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)**

**SIN 132-51 - INFORMATION TECHNOLOGY (IT) 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 D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

Dynamic Systems, Inc.  
5261 W. Imperial Highway  
Los Angeles, CA 90045  
877-DSI-4-GOV  
Fax: 310-337-4425  
[www.dynasys.com](http://www.dynasys.com)

Contract Number: GS-35F-0209R  
Period Covered by Contract: December 10, 2004 through December 9, 2009

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  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

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

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!<sup>TM</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> 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:

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

*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.

2. Contractor's Ordering Address and Payment Information:

*Dynamic Systems, Inc.  
5261 West Imperial Highway  
Los Angeles, CA 90045*

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

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

*(877)DSI-4-GOV*

3. LIABILITY FOR INJURY OR DAMAGE

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

- 4. Statistical Data for Government Ordering Office Completion of Standard Form 279:  
 Block 9: G. Order/Modification Under Federal Schedule  
 Block 16: Data Universal Numbering System (DUNS) Number: 82-506-2813  
 Block 30: Type of Contractor - A. Small Disadvantaged Business  
 Block 31: Woman-Owned Small Business - No  
 Block 36: Contractor's Taxpayer Identification Number (TIN): 95-4528829

- 4a. CAGE Code: OZ428
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8 and 132-33	30 Days
132-32	As Negotiated

Note: Overnight and 2 day delivery is available on all items upon request. The price of such service will be the rate charged to Dynamic Systems, Inc. by the delivery/courier service at the time of order placement.

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

- 7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.
  - a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
  - b. Government Educational Institutions receive special pricing. Contact Dynamic Systems.

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: Available

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

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

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:  
Special Item Number 132-8 - Purchase of Equipment  
Special Item Number 132-12 – Maintenance of Equipment  
Special Item Number 132-32 – Term Software Licenses  
Special Item Number 132-33 - Perpetual Software Licenses  
Special Item Number 132-34 – Maintenance of Software  
Special Item Number 132-51 - Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:  
Special Item Number 132-50 - Training Courses

## 12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

## 13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

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

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

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

- (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 Accreditation's: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditation's for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditation's 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!

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

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

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

#### 17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

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

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

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

19. **OVERSEAS ACTIVITIES**

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

Installation, maintenance and repair service is available only within the 48 contiguous states, the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico and all US Government installations and/or agencies abroad.

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

20. **BLANKET PURCHASE AGREEMENTS (BPAs)**

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

21. **CONTRACTOR TEAM ARRANGEMENTS**

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

*www.sun.com/access/508*

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

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

26. SOFTWARE INTEROPERABILITY.

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



27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. The equipment provided under this contract is not normally self-installable. The Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges for such services are listed in the price schedule.

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

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

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

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

a. Sun Product Warranty

Warranty Definition

Product warranties may vary depending on the specific Sun products purchased. Equipment is warranted to be free from defects in workmanship or material for the applicable warranty period. Software is warranted to conform to published specifications for a period of ninety (90) days from the date of delivery. Sun does not warrant that (1) operation of any software will be uninterrupted or error-free, or (2) that functions contained in the software will operate in combinations that may be selected for use by the licensee or meet the licensee's requirements. These warranties extend only to the government customer as an original purchaser.

The government customer's exclusive remedy and Sun Services' entire liability under these warranties will be (1) with respect to equipment, the repair or, at Sun Services' option, replacement and (2) with respect to software, using reasonable efforts to correct such software as soon as possible after licensee has notified Sun of such non-conformance. If such repair, replacement, or correction is not reasonably achievable, Sun will refund the purchase price or license fee. Unless the government customer has executed an on-site service agreement, repair or replacement of equipment will be undertaken at a service location authorized by Sun.

All software customization is provided "AS IS" without a warranty of any kind.

No Sun warranty shall apply to any product that is modified without Sun's written consent, or which has been misused, altered, repaired, or used with equipment or software not supplied by Sun.

Sun reserves the right to change these warranties at any time upon notice and without liability to the customer or any third party.

EXCEPT AS SPECIFIED HEREIN, ALL EXPRESSED OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED.

**Warranty Services Provided**

1. Confirmation of Warranty Service Request
  - Warranty service response begins at time of the initial service request, during business hours.
  - Reasonable efforts will be made to respond to and acknowledge requests within eight (8) business hours.
2. Software Installation Support Response and Delivery Method (Media/Phone)
  - A reasonable effort to respond with a fault diagnosis and to initiate a resolution within eight (8) business hours.
  - An explanation or clarification of Sun documentation regarding installation and configuration of Sun products.
  - Replacement of 1) defective media; 2) missing or unusable documentation; or 3) software license certificates.
3. Hardware Repair Response and Delivery Method for Return-to-Sun Distribution Center (RTS-DC)

- A reasonable effort to deliver a repaired or replacement part within fifteen (15) business days.
  - Fault isolation to the defective part, Sun field-replacement unit (FRU) or customer replaceable-unit (CRU).
  - An option to return the entire system or customer-replacement unit (CRU) to a designated Sun repair location if it is determined by Sun that the hardware malfunction cannot be diagnosed over the telephone. At the time the customer will be provided with an estimated time to repair the unit.
  - Parts-only services are available for some products (On-Site labor and travel charges may apply).
4. Hardware Repair Response and Delivery Method for On-Site Services (Onsite)
- Warranty repair services will be performed by Sun-authorized service personnel at the customer site.
  - Product installation and onsite services are provided by Sun for some products (varies by product and location).
  - A reasonable effort to respond within the repair response timeframe (varies by product). This is 4, 8, or 24 business hours for Same Day, Next Day, and Second Day onsite services, respectively (unless stated otherwise).

**Eligibility/Entitlement**

- Warranty deliverables are valid within the United States only.
- These warranties extend only to the customer as an original purchaser from Sun Microsystems.
- Sun will provide customers with warranty services, upon verification of warranty eligibility.

**Service Availability**

- The warranty period begins upon system installation, or 90 days after shipment, whichever is sooner.
- Business hours are 8:00 A.M. to 5:00 P.M., local time, Monday through Friday, (excluding Sun holidays).
- Service delivery method for warranty services may vary depending on product, purchase site and installation site.

**Service Options**

- The product warranty can be uplifted to higher service levels through SunSpectrum support program. For Warranty Terms and Conditions, see: <http://www.sun.com/service/support/warranty/features.html>
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 5261 W. Imperial Highway, Los Angeles, CA 90045

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

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

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at a location nearest to the Government site. To locate a site nearest you, please call 1-877-DIS-4-GOV.

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 lessor 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. LOSS OR DAMAGE

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

4. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity 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, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

5. 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.

6. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

7. MAINTENANCE RATE PROVISIONS

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

b. REGULAR HOURS

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

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance will be \$205.00 per hour, with a two (2) hour minimum.. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

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

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity may be available. Please call 1-877-DSI-4-GOV for further information.

8. INVOICES AND PAYMENTS

a. Maintenance Service

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

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

SunSpectrum Support Matrix

***SunSpectrum Platinum<sup>SM</sup> (Mission-Critical) Support***, our premier service program, is for enterprises that demand maximum system availability. Designed to support mission-critical client/server solutions, this custom-care program focuses on 24/7 rapid response, year-round technical service planning and failure prevention.

***SunSpectrum Gold<sup>SM</sup> (Business-Critical) Support*** is for customers who need personalized service to help manage key business systems. It combines proactive service with outstanding responsiveness to technical issues.

***SunSpectrum Silver<sup>SM</sup> (Basic) Support*** provides basic hardware and software support services for customers wishing to take advantage of Sun's industry-leading expertise. It includes basic telephone and online support, on-site hardware service and access to new software releases.

***SunSpectrum Bronze<sup>SM</sup> (Self-Maintenance) Support*** is a highly affordable solution for self-sufficient customers who primarily need back-up assistance, parts replacement and software support.

***Hardware Only*** is available solely to the Federal Government. It includes basic hardware telephone and on-site support for the Government customer that does not require software support.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

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

**2. GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for Sun Equipment only at (800) USA-4SUN for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available seven days per week, 24 hours per day.

**4. SOFTWARE MAINTENANCE**

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

**5. PERIODS OF TERM LICENSES (132-32) AND 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. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or 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 term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. **Cross-Year Funding Within Contract Period.** Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of

term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

## 6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price for the conversion that the ordering entity shall pay will be 2.6 times the then current term license price plus any optional yearly maintenance charge..

## 7. TERM LICENSE CESSATION

Term License Cessation is not offered except as set forth above in Section 6.

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
  - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify

the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

Not offered.

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

**1. SCOPE**

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

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

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

**4. CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge. The student will be rescheduled for the same course in an existing scheduled course within the GSA Schedule validity period.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT**

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

**6. PRICE FOR TRAINING**

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

**7. INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges

9. "NO CHARGE" TRAINING

Not applicable.

**SUN EDUCATIONAL TRAINING CENTERS**

<p><b>ALABAMA:</b>  <i>HUNTSVILLE</i>  NSC Systems Group  4960 Corporate Drive, Suite 150  Huntsville, AL 35805  Tel: 800.358.8649</p> <p><b>ARIZONA:</b>  <i>PHOENIX</i>  Access Graphics  One Gateway  426 N. 44th Street, Suite 375  Phoenix, AZ 85008  Tel: 602.244.0788</p> <p><i>MESA</i>  Mesa Community College  Business &amp; Industry Institute  147 N. Centennial Way  Mesa, AZ 85201  Tel: 800.945.1622</p> <p><b>CALIFORNIA:</b>  <i>CARLSBAD</i>  Copernicus Computer Services Corporation  5950 La Place Court, Suite 105  Carlsbad, CA 92008  Tel: 760.930.0400</p> <p><i>EL SEGUNDO</i>  Sun Microsystems, Inc.  222 N. Sepulveda Boulevard  18th Floor  El Segundo, CA 90245  Tel: 310.607.2460</p>	<p><i>IRVINE</i>  Sun Microsystems, Inc.  1920 S.Main Street, Suite 500  Irvine, CA 92614  Tel: 310.607.2531  Fax: 310.647.2894</p> <p><i>MILPITAS</i>  Sun Microsystems, Inc.  1494 California Circle, Bldg. 2  Milpitas, CA 95035  Tel: 408.276.3600  Fax: 408.276.1565</p> <p><i>SACRAMENTO</i>  Learnix  8810 Cal Center Drive  Suite 200  Sacramento, CA 95826  Tel: 916.369.3788</p> <p><i>SAN DIEGO</i>  Copernicus Computer Services Corporation  7676 Hazard Center Drive  Suite 1360  San Diego, CA 92108  Tel: 760.930.0400</p> <p><i>SAN FRANCISCO</i>  Access Graphics  475 Sansome Street, Suite 500  San Francisco, CA 94111  Tel: 800.730.6463  <i>*Hearing impaired translation available</i></p>
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<p><b>COLORADO:</b></p> <p><i>BROOMFIELD</i></p> <p>Sun Microsystems, Inc. 500 Eldorado Blvd., Bldg. 1 Broomfield, CO 80021 Tel: 303.272.5110 Fax: 303.272.5213 <i>*Hearing impaired translation available</i></p> <p><b>CONNECTICUT:</b></p> <p><i>HARTFORD</i></p> <p>The Allied Group, Inc. 628 Hebron Avenue, Bldg. 2 Glastonbury, CT 06033 Tel: 860.815.0103</p> <p><i>HARTFORD</i></p> <p>Travelers Education Center 200 Constitution Plaza Hartford, CT 06103 Tel. 860.277.0917</p> <p><b>FLORIDA:</b></p> <p><i>FORT LAUDERDALE</i></p> <p>NSC Systems Group, Inc. 4410 North State Rd. 7, Suite 304 Fort Lauderdale, FL 33319 Tel: 800.440.8649</p> <p><i>JACKSONVILLE</i></p> <p>Sun Microsystems, Inc. 4190 Belfort Road, Suite 200 Jacksonville, FL 32216 Tel: 904.296.6767</p>	<p><i>MELBOURNE</i></p> <p>Sun Microsystems, Inc. 1501 Robert J. Conlan Blvd., Suite 220 Palm Bay, FL 32905 Tel: 407.674.5102</p> <p><i>ORLANDO</i></p> <p>Advanced Information Systems Group (AISG) 2180 West S.R. 434, Suite 6150 Longwood, FL 32779 Tel: 800.780.2598</p> <p><i>TAMPA</i></p> <p>Gateway Computer Associates, Inc. 11500 9th St. North, Suite 120 St. Petersburg, FL 33716 Tel: 727.576.0549</p> <p><b>GEORGIA:</b></p> <p><i>ATLANTA</i></p> <p>NSC Systems Group, Inc. 7000 Central Parkway, Suite 1270 Atlanta, GA 30328 Tel: 800.414.8649</p> <p><b>HAWAII:</b></p> <p><i>HONOLULU</i></p> <p>c/o Beryl Morimoto Honolulu Community College 874 Dillingham Blvd., OCET Honolulu, HI 96817-4598 Tel: 808.845.9292</p> <p><b>ILLINOIS:</b></p> <p><i>CHICAGO</i></p> <p>Sun Microsystems, Inc. 190 South LaSalle St., Suite 1400 Chicago, IL 60603-3411 Tel: 312.214.6240 Fax: 312.782.1781</p>
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**SUN EDUCATIONAL TRAINING CENTERS cont.**

<p><i>CHICAGO AREA</i></p> <p>NSC Systems Group, Inc. 1901 Butterfield Road Suite 350 Downers Grove, IL 60515 Tel: 800.315.8649</p> <p>INDIANA:</p> <p><i>INDIANAPOLIS</i></p> <p>NSC Systems Group, Inc. Capital Conference Center 201 North Illinois Street Indianapolis, IN 46204 Tel: 800.358.8649</p> <p>KANSAS:</p> <p><i>KANSAS CITY</i></p> <p>PVI Training Center 7211 West 98th Terrace Overland Park, KS 66212 Tel: 800.888.7535</p> <p>MARYLAND:</p> <p><i>BALTIMORE</i></p> <p>Sun Microsystems, Inc. 6716 Alexander Bell Dr., Suite 100 Columbia, MD 21046 Tel: 410.312.1800</p> <p>MASSACHUSETTS:</p> <p><i>BOSTON-DOWNTOWN</i></p> <p>John Hancock Education Center 89 Broad Street Boston, MA 02110 Tel: 617.373.8300</p>	<p><i>BURLINGTON</i></p> <p>Sun Microsystems, Inc. 1 Network Dr., Bldg. 4 Burlington, MA 01803 Tel: 781-442-1100</p> <p>MICHIGAN:</p> <p><i>DEARBORN</i></p> <p>National Tech Team 835 Mason Street, Suite 200 Dearborn, MI 48124 Tel: 800.522.4451</p> <p><i>TROY</i></p> <p>National Tech Team 320 East Big Beaver, Suite 180 Troy, MI 48083 Tel: 248.740.5885</p> <p>MINNESOTA:</p> <p><i>BLOOMINGTON</i></p> <p>Advanced Information Systems Group (AISG) Norwest Financial Center 7900 Xerxes Avenue South, Suite 180 Bloomington, MN 55431 Tel: 612.896.5970</p> <p>MISSOURI:</p> <p><i>ST. LOUIS</i></p> <p>PVI Learning Center 119 Old Logging Road St. Louis, MO 63055 Tel: 800.888.7535</p> <p>NEBRASKA:</p> <p><i>OMAHA</i></p> <p>PVI Training Center 11516 Miracle Hills Drive, Suite 103 Omaha, NE 68154 Tel: 800.888.7535</p>
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**SUN EDUCATIONAL TRAINING CENTERS cont.**

<p><b>NEW JERSEY:</b>  <i>EDISON</i>          Access Graphics          379 Thornal Street, 4th Floor          Edison, NJ 08837          Tel: 800.730.6463 <i>*Hearing impaired translation available</i></p> <p><b>NEW MEXICO:</b>  <i>ALBUQUERQUE</i>          Sun Microsystems, Inc.          1700 Louisiana Blvd., NE, Suite 300          Albuquerque, NM 87110          Tel: 505.268.3350</p> <p><b>NEW YORK:</b>  <i>ALBANY</i>          Sun Microsystems, Inc.          621 Columbia Street Extension          Cohoes, NY 12047          Tel: 800.358.8649</p> <p><i>NEW YORK CITY</i>          Sun Microsystems, Inc.          33 Whitehall St., 29th Floor          New York, NY 10004          Tel: 212.510.9700</p> <p><i>ROCHESTER</i>          Xerox          780 Salt Road, Bldg. 845-20B          Webster, NY 14580          Tel: 716.422.0679</p> <p><b>NORTH CAROLINA:</b>  <i>CARY</i>          Strategic Technologies, Inc.          301 Gregson Drive          Cary, NC 27511          Tel: 919.379.8000</p>	<p><i>CHARLOTTE</i>          Strategic Technologies, Inc.          4944 Parkway Plaza Blvd., Suite 325          Charlotte, NC 28217          Tel: 919.379.8000</p> <p><b>OHIO:</b>  <i>CINCINNATI</i>          Sun Microsystems, Inc.          Fairfield Banquet &amp; Convention Center          74 Donald Drive          Fairfield, OH 45014          Tel: 800.358.8649</p> <p><i>CLEVELAND</i>          Sun Microsystems, Inc.          American Logistics Group          30640 Bainbridge Road          Solon, OH 44139          Tel: 800.358.8649</p> <p><i>COLUMBUS</i>          AISG (Advanced Information Systems Group)          941 Chatham Lane, Suite 320          Columbus, OH 43221          Tel: 614.451.7578</p> <p><b>OREGON:</b>  <i>PORTLAND</i>          Aris Corporation          Cornell Oaks Corporate Center          15201 NW Greenbriar Parkway, Suite A-1          Beaverton, OR 97006          Tel: 503.614.6965</p>
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**SUN EDUCATIONAL TRAINING CENTERS cont.**

<p><b>PENNSYLVANIA:</b></p> <p><i>FRAZER</i></p> <p>Decision One 50 East Swedesford Road Frazer, PA 19355 Tel: 800.767.2876</p> <p><i>HARRISBURG</i></p> <p>Sun Microsystems, Inc. Alternate Training Solutions, Inc. Rossmoyne Business Center 5020 Ritter Road, Suite 106 Mechanicsburg, PA 17055 Tel: 800.358.8649</p> <p><i>PHILADELPHIA</i></p> <p>Access Graphics 200 Four Falls Corp Center Suite 308 West Conshohocken, PA 19428 Tel: 800.730.6463</p> <p><i>PITTSBURGH</i></p> <p>Sun Microsystems, Inc. 5500 Corporate Drive Suite 350 Pittsburgh, PA 15237 Tel: 800.358.8649</p> <p><b>SOUTH CAROLINA:</b></p> <p><i>COLUMBIA</i></p> <p>Sun Microsystems, Inc. New Horizons 121 Research Drive Columbia, SC 29203</p>	<p><b>TENNESSEE:</b></p> <p><i>KNOXVILLE</i></p> <p>c/o ExecuTrain Sun Microsystems, Inc. 9000 Executive Park Drive Corporate Square, Suite D-240 Knoxville, TN 37923</p> <p><i>NASHVILLE</i></p> <p>NSC Systems Group, INC. 624 Grassmere Park Drive Suite 10 Nashville, TN 37211 Tel: 800.358.8649</p> <p><i>MEMPHIS</i></p> <p>c/o ExecuTrain Sun Microsystems, Inc. 65 Germantown Ct., Suite 201 Memphis, TN 38018</p> <p><b>TEXAS:</b></p> <p><i>AUSTIN</i></p> <p>Sun Microsystems, Inc. 505 East Huntland Drive Suite 600 Austin, TX 78752 Tel: 512.467.0845</p> <p><i>HOUSTON</i></p> <p>AISG (Advanced Information Systems Group) 4635 SW Freeway Suite 350 Houston, TX 77027 Tel: 713.622.5400 Tel: 972.934.6311</p>
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**SUN EDUCATIONAL TRAINING CENTERS cont.**

<p><i>DALLAS</i> Sun Microsystems, Inc. 16000 N. Dallas Parkway 5th Floor Dallas, TX 75248 Fax: 972.386.1277</p> <p><i>SAN ANTONIO</i> Sun Microsystems, Inc. The Colonnade I Suite 880 9901 I-10 West San Antonio, TX 78230 Tel: 210.696.9848</p> <p><i>VIRGINIA:</i> <i>WASHINGTON, DC AREA</i> Sun Microsystems, Inc. Commonwealth Tower 1300 Wilson Boulevard Suite 1050 Arlington, VA 22209 Tel: 703.248.2700 Fax: 703.294.4835</p> <p><i>WASHINGTON:</i> <i>SEATTLE</i> Aris Corporation 1750 112th Avenue NE B-101 Bellevue, WA 98004 Tel: 425.688.8977</p>	<p><i>WISCONSIN:</i> <i>MILWAUKEE</i> Sun Microsystems, Inc. Wisconsin Center District Midwest Express Center 400 West Wisconsin Avenue Milwaukee, WI 53203 Tel: 800.358.8649</p>
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**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

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

2. PERFORMANCE INCENTIVES

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

3. 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 office, 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 agency'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

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

#### 5. PERFORMANCE OF SERVICES

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

#### 7. INSPECTION OF SERVICES

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

#### 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. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

Dynamic Systems, Inc. will attempt to provide personnel in accordance with the schedule in the Task/Delivery Order. Should such personnel be unable to perform scheduled services under this contract due to illness, resignation or other causes beyond Dynamic System’s Inc.’s control, Dynamic Systems, Inc. will make every attempt to replace such personnel within a reasonable amount of time, but Dynamic Systems, Inc. shall not be liable for failure to replace such personnel within the schedule of the Task/Delivery Order. All schedules may be revised by mutual agreement.

#### 9. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

When the Government requires that services be provided by a person with a security clearance, the Government shall state that requirement in each Task/Delivery Order issued. Dynamic Systems, Inc. will use its best efforts to provide a representative with the requested level of clearance. In the event that Dynamic Systems, Inc. cannot provide personnel with the requested level of clearance, Dynamic Systems, Inc. will provide personnel and complete the necessary security forms for clearance approval. In the interim, should the Government elect not to accept the Dynamic Systems, Inc. representative from the personnel being cleared, Dynamic Systems, Inc. will not be obligated to provide services under that particular Task/Delivery Order.

The Government will not directly contract with or hire any Dynamic Systems, Inc. representative engaged in fulfilling the terms of a particular Task/Delivery Order during the term of this contract, or any extensions thereof. In the event the Government does directly contract with or hire any Dynamic Systems, Inc. representative, Dynamic Systems, Inc. shall be given the option to extend the schedule of the particular Task/Delivery Order, to afford time to replace and brief the new contracted representative for said Task/Delivery Order. Should there only be higher level representatives available for replacement, Dynamic Systems, Inc. will be given the option to amend the cost of the said Task/Delivery Order. The Government shall make payment of all invoices for prior services rendered by any Dynamic Systems, Inc. representative.

#### 10. INDEPENDENT CONTRACTOR

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.

#### 11. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

12. INVOICES

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

13. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

14. RESUMES

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

15. INCIDENTAL SUPPORT COSTS

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

16. APPROVAL OF SUBCONTRACTS

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

17. DESCRIPTION OF IT SERVICES AND PRICING

**IT PROFESSIONAL SERVICES PRICING**

**DYNAMIC SYSTEMS, INC. SERVICES**

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
Systems Engineer Level 1	\$ 61.48	\$ 63.33	\$ 65.23	\$ 67.18	\$ 69.20
Systems Engineer Level 2	\$ 118.09	\$ 121.63	\$ 125.28	\$ 129.04	\$ 132.91
Systems Engineer Level 3	\$ 147.60	\$ 152.03	\$ 156.59	\$ 161.29	\$ 166.12
Systems Engineer Level 4	\$ 166.05	\$ 171.03	\$ 176.17	\$ 181.45	\$ 186.89
Systems Engineer Level 5	\$ 217.62	\$ 224.15	\$ 230.87	\$ 237.80	\$ 244.93
Systems Engineer Level 6	\$ 278.07	\$ 286.41	\$ 295.00	\$ 303.85	\$ 312.97

**SUN MICROSYSTEMS SERVICES**

**OTHER SUN PROFESSIONAL SERVICES**

Part Number	Module Name	Service	GSA Rate
PS-IT-SC-FEAS-01		Server Consolidation Feasibility Service	<b>\$10,639.20</b>
PS-IT-SC-ASSESS-01		Server Consolidation Assessment Service	<b>\$239,382.00</b>
PS-IT-SC-XASSES-01		Server Consolidation Assessment 20 Server Increment	<b>\$105,328.08</b>
PS-CLNODC	Node Config	This is the building block of the Customer Implementation Service (CIS). It provides most of the base design, security, consulting and framework for the rest of the service. This is good for one (1) node. Minimum order is two (2)	<b>\$8,704.80</b>
PS-CLRGRC	Resource Group Config	This Cluster Implementation Service (CIS) module provides the base design and configuration of the logical host, NAFO groups, and basic storage implementation.	<b>\$4,836.00</b>
PS-CLSTND	Standard Data Service (agent)	This Cluster Implementation Service (CIS) module provides the base design and configuration of the SunCluster agent for the customer's application.	<b>\$2,659.80</b>

<b>Part Number</b>	<b>Module Name</b>	<b>Service</b>	<b>GSA Rate</b>
PS-CLCUSD	Custom Data Service (agent)	This Cluster Implementation Service (CIS) module is for customers who require a Sun Cluster 3.0 HA agent for an application not currently supported by the standard data service.	<b>\$10,155.60</b>
PS-CLSTA	Storage Con	This Cluster Implementation Service (CIS) module is for customers who have an application they need clustered, but have neither architected nor designed the storage configuration for the application.	<b>\$7,495.80</b>
PS-CLRBK	Run Book	This Cluster Implementation Service (CIS) module provides a customized run-book for the customer's cluster environment, with all specific information about the cluster.	<b>\$7,495.80</b>
PS PI ARX800*		Application Readiness Service for Sun Fire 3800-6800	<b>\$61,900.80</b>
PS PI ARX800 2		Application Readiness Service for Sun Fire-Incremental 3800-6800	<b>\$36,753.60</b>
PS-PI-SCSAR-1*		Application Readiness Service for Sun Fire 12K/15K Server	<b>\$79,310.40</b>
PS-PI-SCSAR 2		Application Readiness Service – Incremental for Sun Fire 12K/15K Server	<b>\$50,294.40</b>
PS-DSI99 1		Implementation Service for Sun StorEdge 9900 Series (Base Consulting Module)	<b>\$29,016.00</b>
PS DSI99 2		Implementation Service Sun StorEdge 9900 Series (Host Configuration Module)	<b>\$3,868.80</b>
PS DSI99 3		Implementation Service for SE9900 Series (Array Group Configuration Module)	<b>\$967.20</b>
PS-EO-DSTLI-1		Tape Library Implementation for models L1000	<b>\$10,639.20</b>
PS-EO-DSTLI-2		Tape Library Implementation for models L180	<b>\$13,830.96</b>
PS-EO-DSTLI-3		Tape Library Implementation for models L700	<b>\$15,958.80</b>
PS-EO-DSBRV-1		BackUp & Restore Assessment	<b>\$13,830.96</b>
PS-EO-IASRM-1		Implementation Assistance Service for Resource Manager (base)	<b>\$18,570.24</b>
PS-EO-IASRM-2		Implementation Assistance Service for Resource Manager (additional)	<b>\$9,285.12</b>
PS-EO-39IAS-1		Implementation Assistance Service for Sun StorEdge 3900	<b>\$9,672.00</b>
PS-EO-69IAS-1		Implementation Assistance Service for Sun StorEdge 6900	<b>\$14,508.00</b>
PS-SESPW-1		Security Policy Workshop	<b>\$20,311.20</b>

<b>Part Number</b>	<b>Module Name</b>	<b>Service</b>	<b>GSA Rate</b>
PS-EO-SEASS-1		Enterprise Security Assessment – Basic Hosts Audited - <=20 # of interviews - <= 8 # of locations - <= 1 campus Est. Duration - 15 days	<b>\$53,196.00</b>
PS-EO-SEASS-2		Enterprise Security Assessment – Standard Hosts Audited - <=40 # of interviews - <= 16 # of locations - <= 2 campus Est. Duration - 25 days	<b>\$90,433.20</b>
PS-EO-SEASS-3		Enterprise Security Assessment – Complex Hosts Audited - <=100 # of interviews - <= 32 # of locations - <= 5 campus Est. Duration - 45 days	<b>\$171,291.12</b>
PS-SS-SAFDMZ-1		Security Assessment for Firewall/DMZ – Basic # of gateways or fail over pairs – 1 # of Nodes w/in DMZ - <= 50 # of selected Hosts audited - <= 5 # of interviews - <= 4 # of locations - 1	<b>\$29,016.00</b>
PS-SS-SAFDMZ-2		Security Assessment for Firewall/DMZ – Standard # of gateways or fail over pairs – <=3 # of Nodes w/in DMZ - <= 150 # of selected Hosts audited - <= 15 # of interviews - <= 6 # of locations - 2	<b>\$64,802.40</b>
PS-SS-SAFDMZ-3		Security Assessment for Firewall/DMZ – Complex # of gateways or fail over pairs – <=10 # of Nodes w/in DMZ - <= 500 # of selected Hosts audited - <= 30 # of interviews - <= 12 # of locations - <= 5	<b>\$145,080.00</b>
PS-SS-SISHS8		Security Hardening Service for Solaris Systems # of Domains - Up to 8 Domains # of locations - <= 1 campus # of Interviews - <= 5 Estimated Duration – 5 days	<b>\$14,508.00</b>
PS-EO-PMPAS-1		Performance Analysis Service, 1 operating System Instance	<b>\$26,598.00</b>
PS-EO-PMPAS-2		Performance Analysis Service, 2-15 operating System Instances	<b>\$3,723.72</b>
PS-EO-PMPCS-1		Performance Analysis Plus Capacity Planning Service, 1 operating System Instance	<b>\$37,237.20</b>

<b>Part Number</b>	<b>Module Name</b>	<b>Service</b>	<b>GSA Rate</b>
PS-EO-PMPCS-2		Performance Analysis Plus Capacity Planning Service, 2-15 operating System Instances	<b>\$5,319.60</b>
PS-PI-SRAAS-1		SunReady Availability Assessment BASIC	<b>\$37,237.20</b>
PS-PI-SRAAS-2		SunReady Availability Assessment STANDARD	<b>\$58,515.60</b>
PS-PI-SRAAS-3		SunReady Availability Assessment COMPLEX	<b>\$74,474.40</b>
PS-PI-SRAST-1		Sun Availability Assessment for SunTone Certification STANDARD	<b>\$33,852.00</b>
PS-PI-SRAST-2		Sun Availability Assessment for SunTone Certification COMPLEX	<b>\$67,704.00</b>
PS-S1QNI		Quick Start Service for Network Identity	<b>\$58,032.00</b>
PS-WS-IPPSQ		Sun ONE Portal Server Quick Start Service	<b>\$58,032.00</b>
PS-WS-IPDSQ		Sun ONE (formerly iPlanet™) Directory Server Quick Start Service	<b>\$58,032.00</b>
PS-WS-IPMSQ		Sun ONE (formerly iPlanet™) Messaging Server Quick Start Service	<b>\$58,032.00</b>
PS-WS-IPASQ		Sun ONE (formerly iPlanet(tm)) Application Server Quick Start Service	<b>\$58,032.00</b>
PS-JAA-SVC-01		Java Architecture Assessment Service	<b>\$53,196.00</b>
PS-JM-SVC-01		Java Mentoring Service	<b>\$47,876.40</b>
PS-JMX-SVC-01		Java Mentoring Service 1-week extension	<b>\$11,969.10</b>
PS-PI-AR-ARW		Architecture Workshop	<b>\$9,672.00</b>
PS-PI-AR-ARA-1		Architecture Assessment - BASIC	<b>\$77,376.00</b>
PS-PI-AR-ARA-2		Architecture Assessment - STANDARD	<b>\$106,392.00</b>
PS-PI-AR-ARA-3		Architecture Assessment - COMPLEX	<b>\$159,588.00</b>
PS-PI-AR-ARR		Architecture Roadmap	<b>\$464,256.00</b>
PS-ARCH-MFAS-01		Sun Mainframe Re-host Source Audit Assessment	<b>\$19,344.00</b>

## **DYNAMIC SYSTEMS, INC. LABOR CATEGORY DESCRIPTIONS**

### **Systems Engineer Level 1:**

**Functional Responsibility:** Perform hardware integration service and provides support in the specific technical areas for focused systems integration issues in hardware.

**Minimum Education and Experience:** AA Degree with 2 years experience or Bachelor's Degree or equivalent, to include Sun Workgroup certification.

### **Systems Engineer Level 2:**

**Functional Responsibility:** Perform hardware integration and operating system loads. Leads projects within his/her area of specialty. Possess in-depth knowledge in at least three hardware product lines, and at least one software discipline or product, software technique or methodology in support of IT applications.

**Minimum Education and Experience:** Bachelor's Degree or equivalent, to include Sun Workgroup and Sun Enterprise certifications. Minimum of 2 years experience in project coordination.

### **Systems Engineer Level 3:**

**Functional Responsibility:** Perform duties as Systems Engineer Levels 1 and 2. Serves as a technical lead on more complex projects and serves as a senior member of a project team. Performs moves, adds, changes and upgrades of hardware at customer's site.

**Minimum Education and Experience:** Bachelor's Degree or equivalent, to include Sun Workgroup and Sun Enterprise certifications, as well as one specialty certification or equivalent. Minimum of 5 years experience in system integration and 3 years experience in project coordination.

### **Systems Engineer Level 4:**

**Functional Responsibility:** Perform duties as Systems Engineer Levels 1, 2 and 3. Serves as project manager. Possesses expert knowledge of subject matter required by the project. Develops hardware installation schedules. Prepares project plans and site installation plans. Provides advice and counsel on system integration solution at an enterprise level. Performs moves, adds, changes and upgrades of hardware and software at customer's site.

**Minimum Education and Experience:** Bachelor's Degree or equivalent, to include Sun Workgroup, Sun Enterprise and Sun Enterprise 1000 certifications, as well as two specialty certification or equivalent. Minimum of 7 years experience in system integration and 3 years experience in project coordination.

### **SYSTEMS ENGINEER LEVEL 5**

**Functional Responsibility:** May perform duties as Systems Engineer Level 1, 2, 3 and 4. Serves as experienced senior engineer. Possesses expert knowledge of subject matter required by the project. Develops hardware installation schedules. May prepare project plans and site installation plans. Provides advice and counsel on system integration solution at an enterprise level. Dynamic Systems Professional Engineering perform installation and/or configuration services on items such as servers, software, and storage. This level engineer's capabilities will also include monitoring, patching, racking, security, utilization reporting, hardware and software testing and burn in.

Minimum Education and Experience: Bachelor's Degree or equivalent, to include relevant industry certifications. Minimum of 5 years of experience in professional services engineer.

#### SYSTEMS ENGINEER LEVEL 6

Functional Responsibility: Serves as a Systems Architect or below. Possesses expert knowledge of subject matter required by the project. Develops hardware and/or software installation architecture and schedules. May prepare project plans and site installation plans. Provides advice and counsel on system integration solution at an enterprise level. Dynamic Systems Professional Engineering services can include operating systems, hardware, software and database support at an enterprise level.

Minimum Education and Experience: Bachelor's Degree or equivalent, to include relevant industry certifications. Minimum of 7 years of progressive experience as a professional services engineer with attention to enterprise level solutions.

## **SUN MICROSYSTEMS OTHER PROFESSIONAL SERVICES**

### **Server Consolidation - Feasibility Study**

In this fixed priced service, Sun's consultants help customers determine whether consolidation of their server environment makes business sense. In this short engagement, Sun's consultants develop a high level TCO report including helping the customer examine their business case, define success factors, identify candidate servers for consolidation, and looking at potential cost savings. Any number of servers can be included in this study.

### **Server Consolidation - Assessment Service**

Sun's consultants evaluate a customer's existing server population and provide a management summary. They conduct a hardware inventory, listing the servers in the customer's current environment, as well as completing a performance and capacity study. In addition, they complete an inventory of application software and assess how ready the customer's current operational infrastructure is for server consolidation.

This service assesses up to 40 Sun servers and takes between 90-120 days based upon the customer's environment. For customer environments larger than 40 servers, an assessment for an additional incremental block of 20 Sun servers can be purchased. (See part number: PS-IT-SC-XASSES-01) This 20-server assessment increment can only be bought after a customer purchases the initial Server Consolidation Assessment service (PS-IT-SC-ASSESS-01) which covers 0-40 servers.

### **Server Consolidation - Assessment Increment (20-server increment)**

This Server Consolidation Assessment Increment evaluates an additional 20 servers and is to be sold only to customers who have already purchased the Server Consolidation Assessment Service, Part Number: PS-IT-SC-ASSESS-01.

### **Sun Cluster Implementation Service**

Cluster Implementation Services (CIS) will provide design, configuration and testing to ensure that Sun Cluster is functioning correctly with the Customer's applications and to help create a robust, operational environment. It is a modular price, scope and variable duration service depending on the type and number of modules called for or required. A minimum configuration for the CIS consists of two (2) "Node Configuration Modules", one (1) "Resource Group Module" and either one (1) "Standard Data Service" or one (1) "Custom Data Service" module.

### **Application Readiness Service for Sun Fire 3800-6800 Server**

The Application Readiness Service for Sun Fire 3800-6800 Server provides all the important minimum implementation and project management services required to smoothly implement and configure a new Sun Fire 3800-6800 Server to the point where it is ready to load the customers' application. This service is designed to accommodate all Sun Fire system configurations and fulfill the requirement of Sun's "Availability and Quality Policy". The Application Readiness Service is "Required" for Sun Fire 6800 servers supporting mission critical environments.

### **ARS-Incremental Server (ARS-I) for Sun Fire 3800-6800**

The Application Readiness Service – Incremental Server (ARS I) for Sun Fire 3800-6800 is a reduced cost version of the ARS for customers purchasing more than one Sun Fire server to be deployed at the same time and location. The ARS I delivers the same activities, deliverables and value as the regular ARS but employs multiple server efficiencies that result in a cost savings structure for large and clustered server customers. The ARS I is a "Required" service for Sun Fire 6800 servers supporting mission critical environments (see note below). It is designed to be sold on a per server basis for incremental Sun Fire 3800-6800 servers purchased with the first server.

### **Application Readiness Service for Sun Fire 12K/15K Server**

The Application Readiness Service for Sun Fire 12K/15K server provides the important minimum design, configuration, implementation and project management services required to smoothly implement and configure a new Sun Fire 12K/15K server up to the point of application installation.

### **ARS – Incremental Server (ARS-I) For Sun Fire 12K/15K**

The Application Readiness Service – Incremental Server (ARS I) for Sun Fire 12K/15K is a reduced cost version of the ARS for customers purchasing more than one Sun Fire server to be deployed at the same time and location. The ARS I delivers the same activities, deliverables and value as the regular ARS but employs multiple server efficiencies that result in a cost savings structure for large and clustered server environments.

### **Implementation Service for Sun StorEdge 9900 Series**

This service helps customers exploit and optimize the rich architecture and capabilities of the Sun StorEdge 9900 Series products. The service complements the Sun StorEdge 9900 Installation Service and integrates the installation activities with consulting activities to provide a single service from the customer's perspective. It is assumed that the customer will receive the 9900 Installation Service as part of the equipment purchase process. The 9900 Installation Service is included with the purchase of the SE9970 and SE9980; the 9900 Installation Service is a mandatory item with the purchase of the SE9910 and SE9960.

### **Tape Library Implementation Service**

This service delivers a working StorEdge tape library backup system integrated with the hardware, backup and monitoring software components. This service is a 3-5 day fixed price engagement delivered by SunPS Storage experts.

### **BackUp & Restore Assessment Service**

This service delivers an assessment of existing Sun StorEdge Enterprise NetBackup(TM) or Solstice(TM) Backup environment. The assessment is to ensure that the existing configuration and operational environment meets customer requirements. It reveals weaknesses or shortcomings in the areas of server/client configurations. Additionally, it reviews the historical operations of the backup and restore environment to ensure the problems are not reoccurring or are unknown. Finally, the service reviews the system management processes and personnel to ensure operational continuity of the environment.

### **Implementation Assistance Service for Resource Manager (base)**

Sun Professional Services will help customers implement Sun StorEdge SRM for up to 10 TB of storage at a single site. This implementation service includes installation, appropriate configuration and familiarization with the product. Customization is available as a separate service and is custom priced based on customer requirements.

### **Implementation Assistance Service for Sun StorEdge 3900**

PS Storage Engineer will provide 3 days of on site consultative assistance for issues beyond standard installation services, such as data management planning, backup and restore inclusion and data migration. By using this service, the customer achieves maximum ROI because the storage configuration is available for production more quickly.

### **Implementation Assistance Service for Sun StorEdge 6900**

PS Storage Engineer will provide 5 days of on site consultative assistance for issues beyond installation, such as data management planning, backup and restore inclusion and data migration. By using this service, the customer achieves maximum ROI because the storage configuration is available for production more quickly.

### **Security Policy Workshop**

The Security Policy Workshop is a five (5) day fixed price, fixed scope service. The goal of the workshop is to work collaboratively with the customer to introduce the value of solid security policy, provide the tools to develop a process for analyzing and preparing a customized security policy template and gain an understanding of risks assessments, trust models and threat profiles.

### **Enterprise Security Assessment Service**

The Enterprise Security Assessment fixed price service delivers a comprehensive security review and assessment of a customer's environment. Consultants identify security exposures and risks within a customer's policies, processes, procedures, networks, and systems. This service is a high-level evaluation to provide a representative list of vulnerabilities, risks, and requirements.

This service is offered as a BASIC, STANDARD or COMPLEX package, based upon the customer's environment.

### **Security Assessment Service for Firewall/DMZ**

The Security Assessment Service for Firewall/DMZ delivers a comprehensive security review and assessment of a customer's Firewall and DMZ environment. Security exposures and risks are identified within a customer's Firewall and DMZ environment. This assessment determines the risks and vulnerabilities that exist between the customer's trusted network (firewall/DMZ Hosts) and untrusted networks (such as the Internet or a partner's network, etc.)

### **Security Hardening Service for Solaris Systems**

The Security Hardening Service for Solaris Systems is an implementation service to harden and minimize Sun servers. A comprehensive review and analysis of the security requirements for the server is done, developing the build specification and implementation of the server -- helping to ensure a valid and appropriate server configuration to enhance security posture.

### **Performance Analysis Service**

Sun's consultants begin with conducting an inventory of the Sun servers, identifying configurations (including patch compliance), and measuring a variety of performance metrics. Data such as CPU, memory, disk, and network card statistics is then collected and analyzed to characterize performance and identify potential problems and bottlenecks. The data is collected over a specific period of time to capture various types of workloads (batch, transaction processing, and database queries) as well as peaks and troughs characteristics of the environment. At the same time, the servers are monitored for threshold violations on over dozen performance parameters including CPU utilization, CPU wait I/O, disk service time and disk utilization. This data is used to analyze and identify performance problems and bottlenecks.

### **Performance Analysis Plus Capacity Planning Service**

Performance analysis on the customer's servers need to be performed in order for SunPS consultants to conduct the capacity planning assessment and modeling for the customer's environment. The first phase of this service is identical to the previous activities described in the Performance Analysis Service. The second phase, capacity planning, measures the growth potential of existing servers based on current workload profiles, expected growth and business changes. SunPS consultants model the system and determine hardware alternatives by testing various "what if" scenarios.

### **SunReady Availability Assessment Service**

This service assesses the ability of a customer's IT infrastructure and organization to sustain appropriate access, performance, function and service levels within limits and expectations defined by the customer and their end users. This service can be applied to a specific environment, business application or the customer's entire data center.

This service is designed to identify gaps in a customer's technical architecture and/or operational infrastructure that affect availability and/or their ability to meet service level commitments made (implicitly or explicitly) to its end users. It also provides a high-level action plan (findings and recommendations), based upon this gap analysis to assist the customer in effectively and efficiently delivering the required service levels for the target environment.

### **Sun Production Design Service**

This fixed-price, fixed-scope service builds upon the previously conducted Availability Assessment Service, where the customer's service level commitments to its end users were captured, quantified, and correlated to its data center capabilities. In the Production Design Service, service level objectives based upon these commitments are used as the basis for the design of a new production environment whose capabilities promote high availability and sustain appropriate levels of access, performance, and function to deliver these customer-defined service levels.

### **SunReady Availability Assessment for SunTone Certification**

The Sun Availability Assessment for SunTone Certification provides guidelines for customers who have already implemented an IT infrastructure and need to understand how to gain compliance with the SunTone specification (Level 1) This service provides a comprehensive, high-level assessment to allow customers to identify, and subsequently correct any gaps within their IT environment which must be addressed before SunTone compliance is possible.

### **Quick Start Service for Network Identity**

The Quick Start Service for Network Identity is designed to help customers implement the Enterprise and Internet and reference architectures based on Sun ONE products. Experienced Sun Services architects will lead and mentor the customer development team through the installation and configuration of each Sun ONE product. A simple use case scenario will be implemented to demonstrate the feasibility of the proposed network identity solution.

### **Sun ONE (formerly iPlanet™) Portal Server Quick Start Service**

The Sun ONE (formerly iPlanet(tm)) Portal Server Quick Start Service provides the customer with a rapid-fire means of getting the Portal Server product up and running in their environment. In this 2-week fixed-price, fixed scope engagement, experienced Sun consultants will employ best practices to install, configure, and test a standard implementation of Portal Server at the customer site. The customer will receive knowledge transfer on utilization and maintenance of Portal Server within the context of their business environment. This service focuses on basic product installation.

### **Sun ONE (formerly iPlanet™) Directory Server Quick Start Service**

The Sun ONE (formerly iPlanet(tm)) Directory Server Quick Start Service provides the customer with a rapid-fire means of getting the Directory Server product up and running in their environment. In this 2-week fixed-price, fixed scope engagement, experienced Sun consultants will employ best practices to install, configure, and test a standard implementation of Directory Server at the customer site. The customer will receive knowledge transfer on utilization and maintenance of Directory Server within the context of their business environment. This service focuses on basic product installation.

### **Sun ONE (formerly iPlanet™) Messaging Server Quick Start Service**

The Sun ONE (formerly iPlanet(tm)) Messaging Server Quick Start Service provides the customer with a rapid-fire means of getting the Messaging Server product up and running in their environment. In this 2-week fixed-price, fixed scope engagement, experienced Sun consultants will employ best practices to install, configure, and test a standard implementation of Messaging Server at the customer site. The customer will receive knowledge transfer on utilization and maintenance of Messaging Server within the context of their business environment. This service focuses on basic product installation.

### **Sun ONE (formerly iPlanet™) Application Server Quick Start Service**

The Sun ONE (formerly iPlanet™) Application Server Quick Start Service provides the customer with a rapid-fire means of getting the Application Server product up and running in their environment. In this 2-week fixed-price, fixed scope engagement, experienced Sun consultants will employ best practices to install, configure, and test a standard implementation of Application Server at the customer site. The customer will receive knowledge transfer on utilization and maintenance of Application Server within the context of their business environment. This service focuses on basic product installation.

### **Java Architecture Assessment Service**

In the Java Architecture Assessment Service, a Java architect works with the customer to understand their company's specific business needs, Java technology strategy and long-term Java application needs. The Sun consultant analyzes the existing versus required performance, availability, scalability, security and manageability of their current Java application architecture, then identifies alternative approaches for improvements. This service helps customers address current and known future business demands by identifying what computing parameters they need in their Java architecture.

### **Java Mentoring Service**

The Java Mentoring Service helps customers leverage Sun's expertise in the Java platform. The Java Mentoring Service is a fixed price, four-week mentoring engagement. A Sun Professional Service's Java consultant works directly with a company's developers, answering questions and providing technical guidance based on an agreed upon workplan. To facilitate longer mentoring engagements, this service is also available in additional 1-week increments (Part number: PS-JMX-SVC-01) which must be sold and delivered only in combination with the 4-week block to provide one continuous engagement for an extended period of time.

### **SunConnect Inception Service**

The SunConnect Inception Service delivers a set of inception materials to assist customers in defining a "SunConnect-compliant" application and associated infrastructure in a 4-week engagement. This service delivers documentation of the overall requirements, high level architectural model, and overview implementation plan for the customer's chosen application. Optional 2-week extensions are available which, if purchased, enable the consultant to provide more detail. The SunConnect Inception Service can be sold in 4-week, 6-week or 8-week versions. Sun Professional Service's consultants work directly with the company's team, implementing the SunConnect Inception Methodologies. The 4-week engagement is Part number: PS-JV-JVSCI-1. Optional 2-week extension can be offered with this service (Part number: PS-JV-JVSCI-2), to be sold and delivered only in conjunction with a 4-week engagement to provide one continuous engagement.

### **Architecture Workshop**

This Workshop is a 2-5 day working session to address the customer's high-level issues and requirements, and is intended to be a door opener to selling SunPS services. Whether the customer is interested in data center or application-based services, this workshop is positioned as a fact-finding exercise to link the customer's strategic issues with a concrete set of next steps in order to build an account plan. The goal is to sell the value of Sun's

architectural vision and to provide customers with a roadmap for getting there. SunPS consultants meet with the customer to understand the state of their architectural efforts and to identify actionable next steps. Their recommendations are based on the SunTone Architecture Methodology, which emphasizes the importance of building architectures with service-level requirements such as reliability, availability, scalability, and securability.

### **Architecture Assessment Service**

The Architecture Assessment Service examines the customer's technology stack from data center to applications in order to determine the architecture's ability to operate against a desired set of service level requirements, resulting in an outline of the existing architecture and a gap analysis between actual and desired capabilities. In this fixed-price, fixed-scope assessment, SunPS consultants examine the customer's internal technology skills, organizational structure, and process by which the customer will use and manage the architecture. The SunTone Architecture Methodology is the basis for our assessment service which focuses on helping customers to reduce costly outages and downtime as well as achieve technical efficiencies to support the organization's business goals.

### **Architecture Roadmap**

The Architecture Roadmap Service provides customers with a plan for realizing a high-level technical architecture to provide services to end users. SunPS consultants capture the customer's vision, service-level requirements, and current capabilities to then provide a roadmap for a first iteration of a new or enhanced architecture. This service implements the first phase of the SunTone Architecture Methodology, which focuses on identifying and prioritizing the most architecturally significant requirements for the system, and then developing a high-level architecture to address these requirements. The following phase (Prototype) builds out the requirements into an architecture prototype of a realized system.

### **Network Identity Services**

Sun Professional Services offers a robust array of standard and custom services on architecture, security, identity management, Java technology, and Sun ONE services to help customers architect and implement a complete cost-effective network identity engagement. (Same part number and price as the Architecture Workshop.)

### **Sun Mainframe Application Re-host Source Audit Assessment Service**

This service analyzes IBM OS/390 (or VSE) CICS/COBOL and batch/COBOL source components with the intent of evaluating application size and suitability for application re-host to Sun.

### **Sun Cluster Knowledge Module(KM) for PATROL**

The Sun Cluster KM brings centralized, proactive monitoring for Sun Cluster technology to the BMC Patrol management environment, allowing administrators to incorporate the management of their clustered applications into the Patrol management infrastructure. The Sun Cluster KM allows the administrator to continually monitor and automatically react to cluster information, ensuring system administrators are aware of potential cluster problems before they become critical. Enhancement of the KM's recovery actions means that the KM has the ability to interact with the Sun Cluster software, effectively taking on the role of a messaging/directory server administrator.

### **Sun ONE (formerly iPlanet) Messaging Knowledge Module(KM) for PATROL**

The Sun ONE (formerly iPlanet) Messaging KM brings centralized, proactive monitoring for Directory and Messaging Servers to the BMC Patrol management environment, allowing administrators to incorporate the management of these key Sun ONE components into the Patrol management infrastructure. The Sun ONE

Messaging KM allows the administrator to continually monitor and automatically react to messaging server status and to monitor its performance, ensuring system administrators are aware of potential problems before they become critical. Enhancement of the KM's recovery actions means that the KM has the ability to interact with the Messaging software, effectively taking on the role of a messaging/directory server administrator.

#### **Sun ONE (formerly iPlanet) Application Server Knowledge Module (KM) for PATROL**

The Sun ONE (formerly iPlanet) Application Server Knowledge Module integrates alarms and events from the Application Server components of the Sun ONE product range, and helps provide end-to-end management of mission critical e-Commerce applications through the PATROL monitoring and management infrastructure. The Sun ONE Application Server KM monitors components such as the application engine, the overall load of the Application Server, and connectivity to the Application Server back-end databases.

#### **Sun ONE (formerly iPlanet) Portal Server Knowledge Module(KM) for PATROL**

The Sun ONE (formerly iPlanet) Portal Server Knowledge Module integrates alarms and events from the Portal Server components of the Sun ONE product range, and helps provide end-to-end management of mission critical e-Commerce applications through the PATROL monitoring and management infrastructure. The Portal Server consists of several functional components. The main goal of the Portal Server knowledge module is to provide a consolidated view of the availability of the services offered by the Portal Server Suite.

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

**PREAMBLE**

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

**COMMITMENT**

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Don Mellem, Government Sales Director, at 949-487-1100.**

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



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

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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

## **PRODUCT AND PRICING PAGES**