

ACMA Computers, Inc.
GSA Contract# GS-35F-0010W
GENERAL SERVICES ADMINISTRATION AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

On-line access to contract ordering information, terms and conditions, up-to-date pricing and the option to create an electronic delivery order is available through GSA Advantage!, a menu driven database system. The INTERNET address for GSA's Advantage is: <http://www.gsaadvantage.gov>

CONTRACT NO. GS-35F-0010W

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>

CONTRACT PERIOD: 10/1/09 through 9/30/19

Pricelist current through Modification PA-0048 dated 01/28/2017

Special Item No. 132-8 PURCHASE OF EQUIPMENT

FSC Class 7010 System Configuration

Special Item No. 132-12 Maintenance Of Equipment, Repair Service, And Repair Parts/Spare Parts

**FPDS Code J070- Maintenance And Repair Service)(Repair Parts/Spare Parts - See FSC Class For Basic Equipment)
Repair Service**

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. 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: 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>

CONTRACTOR: ACMA Computers, Inc.
1505 Reliance Way
Fremont, CA 94539
Phone: 510.257.6800
www.acma.com Cage Code: 0JTC9

Point of Contact, Contract Administration: James Huang
510-497-8809
E-mail: JAMES_HUANG@AMAX.com

BUSINESS SIZE: SMALL BUSINESS

CUSTOMER INFORMATION:

1. SPECIAL ITEM NUMBERS	SIN 132-8 SIN 132-12
1b. LABOR CATEGORIES:	Applicable
2. MAXIMUM ORDER:	\$500,000
3. MINIMUM ORDER:	\$100.00
4. GEOGRAPHIC COVERAGE:	Worldwide
5. POINTS OF PRODUCTION:	U.S.A.
6. GSA DISCOUNT FROM LIST:	25-26%
7. QUANTITY DISCOUNTS:	Quantity Discount Not Offered 0.5% 15 Days Net 30
8. TERMS:	0%; Net 30 Days.
9. GOVERNMENT CREDIT CARD:	Accepted below but not above micro- purchase threshold
10. FOREIGN ITEMS:	To be determined at Task level
11a. TIME OF DELIVERY:	20 Days after receipt of order (ARO)
11b. EXPEDITED DELIVERY:	To be determined at Task level
11c. OVERNIGHT AND 2-DAY DELIVERY:	To be determined at task level
11d. URGENT REQUIREMENTS	To be determined at task level
12. F.O.B. POINTS:	Destination

- 13a. ORDERING ADDRESS: ACMA Computers, Inc.
1505 Reliance Way
Fremont, CA 94539
- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- 14. PAYMENT ADDRESS: ACMA Computers, Inc.
1505 Reliance Way
Fremont, CA 94539
- 15. WARRANTY: Systems: 3 Years
- 16. EXPORT PACKAGING CHARGES Not applicable
- 17. GOVERNMENT CREDIT CARDS ACCEPTED: Yes
- 18. TERMS & CONDITIONS FOR INSTALLATION

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

Equipment is self installable by end-user.

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.

20a. TERMS & CONDITIONS FOR MAINTENANCE & REPAIR:

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP		\$124.69	N/A	N/A
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	\$249.37	\$124.69	N/A	N/A
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)				

*MINIMUM CHARGES INCLUDE 2 FULL HOURS ON THE JOB AT THE CONTRACTOR'S SHOP.

*MINIMUM CHARGES INCLUDE 2 FULL HOURS ON THE JOB AT OTHER LOCATIONS.

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

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated June 1, 2009, at a discount of 1.0% from such listed prices.

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

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period **30 Days**. Please contact **ACMA Computers, Inc.** at **510.257.6800** for all repair needs.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted based upon component manufacturers standard warranty period.

20b. TERMS & CONDITIONS FOR OTHER SERVICES:

LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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

- 21. SERVICE AND DISTRIBUTION: Not applicable
- 22. LIST OF PARTICIPATING DEALERS: Not applicable
- 23. PREVENTATIVE MAINTENANCE: Not applicable

1. SERVICE AREAS

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

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

1505 Reliance Way
Fremont, CA 94539

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

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

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

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

- e. Cross-year Funding within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

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

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. MAINTENANCE RATE PROVISIONS

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

b. **REGULAR HOURS**

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

c. **AFTER HOURS**

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

d. **TRAVEL AND TRANSPORTATION**

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

None

9. REPAIR SERVICE RATE PROVISIONS

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

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

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

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

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

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

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

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

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of \$0 per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

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

24. ENVIRONMENTAL ATTRIBUTES: Not applicable

24a. SPECIAL ATTRIBUTES: Not applicable

24b. SECTION 508 See Website

25. DUNS: 364095240

26. CCR REGISTRATION: Actively registered in SAM

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

ACMA Computers, Inc. 1505
 Reliance Way
 Fremont, CA 94539

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card

for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

301.762.7878

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule: 70
 Block 16: Data Universal Numbering System (DUNS) Number: 364095240 Block 30:
 Type of Contractor: B - Small Business
 Block 31: Woman-Owned Small Business - Yes
 Block 37: Contractor's Taxpayer Identification Number (TIN): 94-3092377 Block 40:
 Veteran Owned Small Business (VOSB): No

4a. CAGE Code: 0JTC9

4b. Contractor has registered with the Central Contractor Registration Database / SAM

5. FOBDESTINATION

6. DELIVERYSCHEDULE

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	20 Days
132-12	3 Days or As Determined by ACMA Computers and the ordering agency

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

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

- a. Prompt Payment: 0.5% 15 Days Net 30
- b. Quantity – None
- c. Dollar Volume - 1% on orders over \$200,000.
- d. Other - None

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

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, Repair Services, and Repair Parts/Spare Parts

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia

22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

16. GSAADVANTAGE!

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) Productcategories.

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

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

19. OVERSEAS ACTIVITIES

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

Not Applicable

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 receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant: Not Applicable

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

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

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

ACMA Computers, Inc. 1505
Reliance Way
Fremont, CA 94539
P. 510.257.6800
www.acma.com

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

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.

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional 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 I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the

Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate.

Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007)

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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008)

(DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time- and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, and structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, and conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

**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 60 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 8.d and 9.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

1505 Reliance Way
Fremont, CA 94539

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

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

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

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

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

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

4. LOSS OR DAMAGE

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

5. SCOPE

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

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

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

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

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

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. MAINTENANCE RATE PROVISIONS

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

b. REGULAR HOURS

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

c. AFTER HOURS

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

d. TRAVEL AND TRANSPORTATION

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

None

e. QUANTITY DISCOUNTS

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

Quantity Discounts Are Not Offered

9. REPAIR SERVICE RATE PROVISIONS

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

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

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

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

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

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

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

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

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

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

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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

REPAIR SERVICE RATES

MINIMUM	REGULAR HOURS	AFTER HOURS	SUNDAYS AND HOLIDAYS
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LOCATION	CHARGE*	PER HOUR**	PER HOUR**	PER
HOUR CONTRACTOR'S SHOP		\$124.69	N/A	N/A
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	\$249.37	\$124.69	N/A	N/A
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)				

*MINIMUM CHARGES INCLUDE 2 FULL HOURS ON THE JOB AT THE CONTRACTOR'S SHOP.

*MINIMUM CHARGES INCLUDE 2 FULL HOURS ON THE JOB AT OTHER LOCATIONS.

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

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

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

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

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period **30 Days**. Please contact **ACMA Computers, Inc. at 510.257.6800 for all repair needs**.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted based upon component manufacturers standard warranty period.

12. INVOICES AND PAYMENTS

a. Maintenance Service

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

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

b. Repair Service and Repair Parts/Spares Parts

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

ACMA Computers, Inc.

1505 Reliance Way

Fremont, CA 94539

Phone: 510-257-6800

Fax: 510-497-8781

www.acma.com

Product Listing

SIN 132-8 Purchase of Equipment		
Part Number	Product Description	Net GSA
AX-1107	Helios 2U 24 x 2.5 / 12x 3.5" Drive JBOD Storage - A full-featured, robust 6Gbs, 24x 2.5" or 12x 3.5" drive JBOD enclosure that has been optimized for peak IOPs and modular high-speed clustered storage. Featuring up to 120TB of storage capacity in a single 2U enclosure, and configured with high-performance 6Gb/s SAS connections, and single or dual expander modules, and in-band enclosure management, the J2501 has been designed to provide higher levels of connectivity and simplified management. It is ideal for high-speed NAS storage, rapid backup/restore, remote office and disaster recovery, as well as data warehousing. Safe & Secure, End-to-End Supply Chain Assurance.	\$2,588.00
CLOUDMAX-1	Helios 1U Uni-Processor Rack Server - Supports one high performance Intel® Xeon® processor E3-1200 v5 series processor; 4 x RDIMMs DDR4 memory slots; Supports 64GB ECC registered memory; 4 x 3.5" SATA hard disk drive bays; On-board Intel® dual port Gigabit Controller; Single or redundant power supply. Safe & Secure, End-to-End Supply Chain Assurance.	\$59,496.00
DA-2203	Helios CloudMax Cloud Appliance - Developed specifically for enterprises seeking a pre-packaged, pre-integrated total hardware/software solution delivering out-of-the-box cloud services to improve IT responsiveness and increase utilization with fewer resources; Complete platform that integrates hardware, storage, networking, virtualization, and dynamic management solution to create a self-service private cloud environment.; Automation simplifies deployment and decreases IT hours in integrating systems, provisioning and maintenance; Base configuration with 8x nodes in a 14U cabinet; Software : CloudMax Private Cloud OpenStack software. Safe & Secure, End-to-End Supply Chain Assurance.	\$15,499.00
FIELD SERVICE REPAIR	Helios 2U Four Node Opteron Server - Up to eight AMD Opteron™ T 6300 Series processors; Total 4 nodes in a 2U chassis; AMD SR56xO and SP5100 chipset; 6400MT/s HyperTransport; Each node supports 16 DDR3 memory DIMM slots, one low profile PCI-E x16 Gen 2.0 expansion card; On-board video controller and on-board dual GbE connections per node; 1 x optional infiniband port, 1 x dedicated LAN for system management per node; Supports 3 x hot swap 3.5" SATA HDDs or 4x 2.5" per node; 1400W high-efficiency gold level redundant power supply. Safe & Secure, End-to-End Supply Chain Assurance.	\$249.37
HA-2202	Field Service Repair Fee (Covers travel time and one hour repair time on-site) Does not include Travel Expenses	\$8,599.00

HA-3202	Helios 2U 8-Drive Opteron Storage Server - Supports two AMD Socket G34 OpteronT 6300 Series processors; AMD SR56xO and SP5100 chipset; 6400MT/s HyperTransport; 16x DDR3 memory DIMM slots; On-Board video controller; On-Board dual Gigabit Ethernet connections; 8x hot swap SATA/SAS HDD drive bays; 720 watt high-efficiency gold level redundant power supply w/ PM bus. Safe & Secure, End-to-End Supply Chain Assurance.	\$11,299.00
HA4203	Helios 3U 16-Drive Opteron Storage Server - Supports two AMD Socket G34 OpteronT 6300 Series processors; AMD SR56xO and SP5100 chipset; 6400MT/s HyperTransport; 16 DDR3 memory DIMM slots; 3U rack-optimized chassis; 16x 3.5" SAS/ SATA Hot-swap drive trays; Redundant 1200W high-efficiency power supply with PMBus. Safe & Secure, End-to-End Supply Chain Assurance.	\$14,699.00
J2501	Helios 4U 24-Drive Opteron Storage Server - Up to two AMD Socket G34 (1944-pin) OpteronT 6300 Series processors; AMD SR56xO and SP5100 chipset; 6400MT/s HyperTransport; 16 DDR3 memory DIMM slots; 4U rack-optimized chassis; 24x 3.5" SAS / SATA Hot-swap drive trays; Redundant 1200W high-efficiency power supply with PMBus. Safe & Secure, End-to-End Supply Chain Assurance.	\$ 8,699.00
J4502	Shop Repair Labor	\$25,565.00
MINI-G1	Helios 4U 24-Drive Xeon Storage Server - Supports two IntelR XeonR processor E5-2600 v3 / E5-2600 v4 series; 16x DDR4 DIMM slots; 4U case with 24x 3.5" hot-swap (SAS / SATA) drive bays; 920W high-efficiency (94%+) AC-DC Redundant power supplies withPMBus and I2C. Safe & Secure, End-to-End Supply Chain Assurance.	\$92,998.00
PSC-3	Field Repair Labor - Charge per hour after 1st hour (Plus Travel Expenses)	\$16,699.00
SHOP REPAIR LABOR	Upgrade to two or four Intel Visual Compute Accelerator (VCA) cards, single or dual IntelR XeonR E5-2600 v3 / E5-2600 v4 series in a 1U/2U/3U/4U chassis; Support for DDR4 Reg. ECC memory; ideal for handle High Definition (HD) and 4K UHD media processing with High Efficiency Video Coding (HEVC) and high-density Advanced Video Coding (AVC) transcoding tasks, for ACMA system part # Xn-1113M (must be included). Safe & Secure, End- to-End Supply Chain Assurance.	\$ 124.69
SX-4202	Upgrade to two AMD Socket G34 (1944-pin) Opteron 6300 Series processors, 12x hot swap 3.5" SATA/SAS HDD drive bays; 1200 watt high-efficiency gold level redundant power supply for ACMA system part # HA-2202 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$15,999.00
XN-1113M	Upgrade to dual AMD Socket G34 (1944-pin) OpteronT 6300 Series processors; supports 36x 3.5" hot swap SAS / SATA drive bays in a 4U chassis; 1400W high-efficiency redundant (1+1) Gold Level power supply with PMBus for ACMA system part # H-42302 (mustbe included). Safe & Secure, End-to-End Supply Chain Assurance.	\$14,399.00
FIELD REPAIR LABOR	Upgrade to four Nvidia GeForce Titan GPU accelerators, single or dual IntelR XeonR E5-2600 v3 / E5-2600 v4 series; Support for DDR4 Reg. ECC memory; ideal for Deep learning applications, for ACMA system part # PSC-3 (must be included). Safe & Secure,End-to-End Supply Chain Assurance.	\$ 124.69
MINI-I1	Upgrade to single / dual IntelR XeonR processor E5-2600 v3 / E5-2600 v4 series; support for DDR4 memory; 4x 3.5" hot-swap drive bays + 1x optional optical drive; supports single or dual 460W / 750W redundant power supply for ACMA system part # AX-1107 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$77,403.00

OCP-1	Upgrade to dual IntelR XeonR E5-2600 v3 / E5-2600 v4 processor series; 16x DDR4 DIMM slots; 8x/16x/24x 2.5" hot-swap drive bays; optional rear 2x 2.5" hot-swap HDD bays; single or dual 750W / 1100W redundant P/S for ACMA system part # HA-2202 (must be included). OCP ready 19" server platform. Safe & Secure, End-to-End Supply Chain Assurance.	\$346,841.00
SUPERG-14U.N4	Upgrade to single / dual IntelR XeonR E5-2600 v3 / E5-2600 v4 processor series; 16x DDR4 DIMM slots; 12x 3.5" hot swap drive bays; optional rear 2x 2.5" hot-swap HDD bays; single or redundant 750W / 1100W (80+) (Gold level) 1+1 redundant power supplyfor ACMA system part # HA-2202 (must be included). OCP ready 19" server platform. Safe & Secure, End- to-End Supply Chain Assurance.	\$1,799.00
SUPERG-24U.N8	Upgrade to two IntelR XeonR E5 Server nodes - Each node supports dual IntelR XeonR processor E5-2600 v3 / E5-2600 v4 series with four processors in 2U; for ACMA system part # HA-2202 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$40,399.00
DGX-1	Upgrade to two / four IntelR XeonR E5 Server nodes - Each node supports dual IntelR XeonR processor E5-2600 v3 / E5-2600 v4 series with eight processors in 2U; 16x DDR4 DIMM slots per node; on-board 2x 1 GbE + 1x management LAN + 1x Infiniband FDR ports per node; 1x PCI-E Gen3 x16 slot (LP/HL) expansion slot per node; 3x 3.5" or 6x 2.5" hot swap drive bays per node for ACMA system part # DA-2203 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$183,399.00
PSC-6G	Upgrade to dual IntelR XeonR processor E5-2600 v3 / E5-2600 v4 processor series; 16x DDR4 DIMM slots; 16x hot-swap 3.5" HDD bays, optional rear 2x 2.5" hot-swap HDD Bays; redundant 920W high-efficiency power supply for ACMA system part # HA-3202 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$ 7,311.00
XG-4801G	Upgrade to dual IntelR XeonR processor E5-2600 v3 / E5-2600 v4 series; support for DDR4 memory; 8x 2.5" hot-swap drive bays + 1x optional optical drive; supports single or dual 460W / 750W redundant power supply for ACMA system part # AX-1107 (mustbe included). Safe & Secure, End-to-End Supply Chain Assurance.	\$ 34,400.00
XG-2401V	Upgrade to 36 (24 front + 12 rear) 3.5" hot-swap drives in a 4U chassis; supports two IntelR XeonR processor E5-2600 v3 / E5-2600 v4 series; 16x DDR4 DIMM slots for ACMA system part # SX-4202 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$ 16,960.00
H-22301	Helios 1U Dual AMD Opteron Rack Server - Supports two AMD OpteronT 6300 Series processors; AMD SR56x0 and SP5100 chipset; 6400MT/s HyperTransport; 16x DDR3 memory DIMM slots; 1U rack-optimized chassis; 4 x 3.5" hot swap SAS or SATA hard disk drivebays; 560W AC power supply w/ PFC. Safe & Secure, End-to-End Supply Chain Assurance.	\$ 2,300.00
H-42302	ClusterMax Mini-G1 HPC Cluster - 7x 1U GPU nodes; 1x Intel(R) Xeon(R) E5-2600 v3 / E5-2600 v4 series CPU per node, with 7x CPUs per cluster; 14x Nvidia Tesla P100 / P40 / P4 / K40 / K80 / M60 / M40/ M6 / M4 or Intel Xeon Phi (MIC) GPUs per cluster; QFDR / EDR infiniband and 10GbE / 25GbE / 40GbE / 100GbE interconnectivity, 14U 19" rack cabinet. Safe & Secure, End-to-End Supply Chain Assurance.	\$ 3,300.00

PHAT-DATA 10G	ClusterMax Mini-I1 HPC Computing Cluster - 7x dual socket Intel(R) Xeon(R) E5-2600 v3 / E5-2600 v4 processor series compute nodes; 1x dual socket Intel(R) Xeon(R) E5-2600 v3 / E5-2600 v4 processor series storage node (8- nodes total); support for DDy; 14U 19" rack cabinet; QDR /FDR infiniband and 10GbE / 25GbE / 40GbE / 100GbE connectivity on each node. Safe & Secure, End-to-End Supply Chain Assurance.	\$ 60,178.00
DL-E400	Helios 1U 2-GPU Supercomputing server - Supports two Nvidia Tesla P100 / P40 / P4 / K40 / K80 / M60 / M40/ M6 / M4 Accelerator cards or Intel(R) Xeon(R) Phi (MIC) Coprocessors; two Intel(R) Xeon(R) processor E5-2600 v3 / E5-2600 v4 series; support DDy. Safe & Secure, End-to-End Supply Chain Assurance.	\$ 700.00
XG-12301	Helios 4-GPU Tesla GPU Workstation - Supports four Tesla P100 / P40 / P4 / K40 / K80 / M60 / M40/ M6 / M4 GPU accelerator cards or Intel(R) Xeon(R) Phi coprocessors; Supports two Intel(R) Xeon(R) processor E5-2600 v3 / E5-2600 v4 series; Support for. ECC memory, for ACMA system part # PSC-3 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$ 5,062.00
XG-22201	Helios 4-GPU Tesla GPU Workstation - Supports four Tesla P100 / P40 / P4 / K40 / K80 / M60 / M40/ M6 / M4 GPU accelerator cards or Intel(R) Xeon(R) Phi coprocessors; Supports two Intel(R) Xeon(R) processor E5-2600 v3 / E5-2600 v4 series; Support for. ECC memory; Safe & Secure, End-to-End Supply Chain Assurance.	\$ 4,589.00
XG-22301	Helios 4U 60x / 70x 3.5 -Drive JBOD Storage - As an ultra-dense, scalable, and cost- effective disk expansion JBOD unit, the Helios J4502 features sixty / seventy hot- pluggable SAS 6G / SAS 12G 3.5"HDDs/SSDs, with up to 700TB of storage capacity ina 4U. The design is optimized for the general- purpose needs of enterprise and service provider datacenters where the lowest operational cost-per- watt and smallest footprint are critical to achieving the desired economics. Safe & Secure, End-to-EndSupply Chain Assurance.	\$2,400.00
XG-24301	Upgrade to 16x nodes in a 24U cabinet ; Can be configured w/ Intel(R) Xeon(R) E5-2600 v3 / E5-2600 v4 processor series; SupportsDDR4 memory; 10GbE / 25GbE / 40GbE / 100GbE connectivity; Software : CloudMax Private Cloud OpenStack software for ACMA sypart # CloudMax-1 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$11,289.00
XG-28301	Upgrade to 21" Open Compute Project (OCP) / 19" Open Cloud Server (OCS) Datacenter Solution - Maximizes power & cooling efficiency & compute density provides higher space efficiency and utilization of ~ 87.5% vs. current 75%; New Power Design - Employs centralized power system in multiple power zones; Supports Intel(R) Xeon(R) E5-2600 v3 / E5- 2600 v4 processor series Winterfell / OCP Open Rack v2 Cubby compute nodes or OCS Compute Nodes with support for DDR4 memory, and Open Vault Knox SAS 6Gb/SAS 12Gb/s JBOD or OCS JBOD Storage for ACMA system part # CloudMax-1 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$10,500.00
XG-32301	Upgrade to 4x Intel(R) Xeon(R) Phi nodes + 1x head node; 2x Intel(R) Xeon(R) E5-2600 v3 / E5-2600 v4 processor series per node, with 8x processors per cluster; 12x Nvidia Tesla P100 / P40 / P4 / K40 / K80 / M60 / M40/ M6 / M4 GPU Accelerators or In Phi coprocessors per cluster; support for DDR4 memory; QDR / FDR / EDR infiniband and 10GbE / 25GbE / 40GbE / 100GbE interconnectivity, 14U 19" rack cabinet for ACMA system part # Mini- G1 (must be included). Safe & Secure, End-to-End Supply ChainAssurance.	\$ 1,400.00

XG-12201	Upgrade to 8x Intel(R) Xeon(R) Phi nodes + 1x head node; 2x Intel(R) Xeon(R) E5-2600 v3 / E5-2600 v4 processor series per node, with 14x processors per cluster; 24x Nvidia Tesla P100 / P40 / P4 / K40 / K80 / M60 / M40/ M6 / M4 GPU Accelerators or InPhi coprocessors per cluster; support for DDR4 memory; QDR / FDR / EDR infiniband and 10GbE / 25GbE / 40GbE / 100GbE interconnectivity; 14U 19" rack cabinet for ACMA system part # Mini- G1 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$6,620.11
CLOUDMAX-APEX	Upgrade to DGX-1 Deep Learning System, the world's first purpose-built system optimized for deep learning, with fully integrated hardware and software that can be deployed quickly and easily. DGX-1 is built with groundbreaking Pascal(TM)-powered NVIDIA Tesla(R) P100 GPU accelerators, interconnected with NVIDIA NVLink(TM). The DGX-1 software stack includes major deep learning frameworks, the NVIDIA Deep Learning SDK, the DIGITS(TM) GPU training system, drivers, and CUDA(R), for designing the most advanced neural networks (DNN). For ACMA system part # Mini- G1 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$15,202.00
XG-42302	Upgrade to eight Nvidia Tesla P100 / P40 / P4 / K40 / K80 / M60 / M40/ M6 / M4 Accelerator cards, 8x GeForce Titan GPUs, four Tesla P100 SXM2 with NVLink GPUs or 8x Intel(R) Xeon(R) Phi (MIC) Coprocessors, dual Intel(R) Xeon(R) E5-2600 v3 / E5-2600 vPOWER8(R) processors in a 2U/3U/4U chassis; 24x DDR4 or 32x DDR3 DIMM slots; for ACMA system part # Xn- 1113M (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$2,300.00
XG-2401G	Upgrade to four Nvidia Tesla P100 / P40 / P4 / K40 / K80 / M60 / M40/ M6 / M4 Accelerator cards or Intel(R) Xeon(R) Phi (MIC) Coprocessors, dual Intel(R) Xeon(R) E5-2600 v3 / E5-2600 v4 processors in a 2U chassis; 16x DDR4 DIMM slots; 8x hot-swap 3.5bays; optional on-board FDR infiniband for ACMA system part # Xn- 1113M (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$13,300.00
XG-1301G	Upgrade to PHAT-Data (Peta-Scale Hadoop Analytics Technology) 10GbE / 25GbE / 40GbE / 100GbE Hadoop Big Data Analytics Solution. Can be configured w/ Intel(R) Xeon(R) E5-2600 v3 / E5-2600 v4 processor series; Supports DDR4 memory, SAS / SATA / SSDs; nodes (Name Node/DataNode); 4x PCI-E SSD per node; 1x 40GbE Switch; 1x 1GbE switch; 14U / 42U cabinet options for ACMA system part # CloudMax-1 (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$6,959.00
H-12301	Upgrade to three Nvidia Tesla P100 / P40 / P4 / K40 / K80 / M60 / M40/ M6 / M4 Accelerator cards or Intel(R) Xeon(R) Phi (MIC) Coprocessors; dual Intel(R) Xeon(R) E5-2600 v3 / E5-2600 v4 processors; support for DDR4 memory; 4x 2.5" Hot-swap drive bay ACMA system part # Xn-1113M (must be included). Safe & Secure, End-to-End Supply Chain Assurance.	\$4,599.00

	SIN 132-12 - Maintenance and Repairs	
FIELD SERVICE REPAIR	Field Repair Labor - Charge per hour after 1st hour (Plus Travel Expenses)	\$124.69
FIELD REPAIR LABOR	Field Service Repair Fee (Covers travel time and one hour repair time on-site) Does not include Travel Expenses	\$249.37
SHOP REPAIR LABOR	Shop Repair Labor	\$124.69

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

PREAMBLE

ACMA Computers, 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-prot g 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 Jay Ni at (510) 497-8688 or via email at Jay_ni@acma.com

BPANUMBER _____

(CUSTOMERNAME) BLANKETPURCHASEAGREEMENT

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

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

MODELNUMBER/PARTNUMBER	*SPECIALBPADISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERYSCHEDULES/DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

**BASIC GUIDELINES FOR USING “CONTRACTOR TEAM
ARRANGEMENTS”**

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

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

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

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

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

is a general outline on how it works:

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