

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
DLT SOLUTIONS,LLC ("Contractor")
for
LEARNING MANAGEMENT SERVICES**

This Contract is between DLT SOLUTIONS LLC, having offices at 2411 Dulles Corner Park, Suite 800, Herndon, VA 20171 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Contractor's GSA Contract No. 35F-267DA.

1.1 This Contract is composed of the following documents:

- 1.1.1 GSA Contract (GSA IT 70)
- 1.1.2 This Contract
- 1.1.3 Exhibit A, City of Austin Scope of Work
- 1.1.4 Exhibit B, Supplemental Terms
- 1.1.5 Exhibit C, DLT Solution LLC's Offer, dated 08/15/2019, including subsequent clarifications
- 1.1.6 Exhibit D, Non-Discrimination Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 GSA Contract (GSA IT 70) as referenced in Section 1.1.1
- 1.2.2 This Contract
- 1.2.3 City of Austin Scope of Work as referenced in Section 1.1.3
- 1.2.4 Supplemental Terms as referenced in Section 1.1.4
- 1.2.5 The Contractor's Offer as referenced in Section 1.1.5, including subsequent clarifications
- 1.2.6 City Non Discrimination Certification as referenced in Section 1.1.6

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for 12 months. There will be four 12 month City options to renew following end of the 1st term.

1.5 Compensation. The Contractor shall be paid, as indicated in Exhibit B, upon successful completion of the Scope of Work, a total estimated not-to-exceed amount of \$79,900 for the base period, \$88,179 for exercising of option one, \$86,866 for option two, \$106,624 for option three and \$112,614 for option four for a total not to exceed amount of \$484,183. including all fees and expenses.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

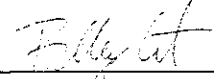
In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

DLT SOLUTIONS LLC

CITY OF AUSTIN

Brad Gernat

Printed Name of Authorized Person



Signature

Sr. Manager, Sales

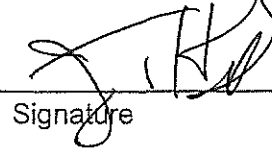
Title:

10/22/19

Date:

JAMES T. HOWARD

Printed Name of Authorized Person



Signature

IT PROCUREMENT MANAGER

Title:

10/22/19

Date:

Exhibit A – City of Austin Scope of Work
Exhibit B- Supplemental Terms
Exhibit C – DLT SOLUTIONS LLC's Offer, dated 07/29/19
Exhibit D – Non-Discrimination Certification

EXHIBIT A — CITY OF AUSTIN SCOPE OF WORK

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3.1	APPENDIX A.....	ERROR! BOOKMARK NOT DEFINED.
	Appendix A – DLT Price Quote #4777767, Dated 07/29/2019	Error! Bookmark not defined.

INTRODUCTION

Purpose for Purchase

The City of Austin (City) has an ongoing need for a hosted Learning Management System (LMS). eLearningforce Americas, through DLT, previously assisted the City with the original acquisition of licenses for a system called Learning Management System 365 (LMS365). The initial term of the hosted solution was successful; however, the term was for one year, and the City's request at this time is for additional licenses that can be reviewed and renewed annually over the next five (5) years.

Business Goals

The business goal for acquiring the LMS365 is to have a software application as part of the Microsoft platform, for the administration, documentation, tracking, reporting and delivery of workforce development, required and self-service training programs. The LMS helps instructors deliver material to learners, administer tests and other assignments, track learner progress and management record-keeping. LMS also supports a range of uses, from supporting classes that meet in physical classrooms to acting as a platform for fully online courses, as well as, several hybrid forms, such as blended learning and flipped classrooms.

Term of Contract

The City requests the purchase of licenses to be acquired annually over the next five (5) years with an increase each year to align with anticipated user growth, as shown below.

#	DLT Part No	MFG Part No	Contract	Qty	Unit Price	Ext Price
1	1176-0019	CLO-ENT-1	OM	17000	\$4.70	\$79,900.00
LMS365 Cloud Price Per User 10,000-20,000 Annual License(Multiply price per user X quantity within range listed) (12 months)						
Subtotal						\$79,900.00
1	1176-0019	CLO-ENT-1	OM	17850	\$4.94	\$88,179.00
LMS365 Cloud Price Per User 10,000-20,000 Annual License(Multiply price per user X quantity within range listed) (12 months)						
Subtotal for Option Year 1						\$88,179.00
1	1176-0019	CLO-ENT-1	OM	18700	\$5.18	\$96,866.00
LMS365 Cloud Price Per User 10,000-20,000 Annual License(Multiply price per user X quantity within range listed) (12 months)						
Subtotal for Option Year 2						\$96,866.00

1	1176-0019	CLO-ENT-1	OM	19600	\$5.44	\$106,624.00
LMS365 Cloud Price Per User 10,000-20,000 Annual License(Multiply price per user X quantity within range listed)						
(12 months)						

Subtotal for Option Year 3						\$106,624.00
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1	1176-0020	CLO-ENT-2	OM	20550	\$5.48	\$112,614.00
LMS365 Cloud Price Per User 20,001-30,000 Annual License(Multiply price per user X quantity within range listed)						
(12 months)						

Subtotal for Option Year 4						\$112,614.00
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SCOPE

In-Scope Elements

In-scope elements are:

- LMS365 Self Service Support includes Video Tutorials, Knowledge Base and documentation.—
- License administration will be the responsibility of a CTM Administrator.
- Communication between LMS and Active Directory are secured with an SSL SHA256 CA Certificate / 2048 Bits encryption / triple DES algorithm.
- LMS365 SQWL database backups are managed automatically by MS Azure and backed up as follows:
 - Full Backs – Weekly
 - Differential Backup – Every few hours
 - Transaction Log – Every 5 to 10 minutes
 - Retention – 35 Days
- LMS stores the following data in the SQL Database hosted in MS Azure:
 - Account Name
 - Personal Name
 - Email Address
 - City Department
 - Manager ID / Email
 - Training Records

Out-of-Scope Elements

Out-of-Scope elements are:

- Excludes any professional services such as installation, consulting, configuration and training.
- Standard support is not included (but is available for purchase) which includes Email Support, Video Tutorials, Knowledge Base and documentation with a maximum of one working day response time.
- LMS does not store any user passwords.

**Exhibit B
Supplemental Terms**

1. Designation of Key Personnel. The Contractor's Contract Manager for this engagement shall be April Bass, Phone: 703-708-9118, Email: April.bass@dlt.com. The City's Contract Manager for the engagement shall be ~~Carla Jobe Partington~~, Phone: 512-974-1647, Email: ~~Carla.jobe-partington@austintexas.gov~~.
Rebecca Kennedy *3400* *Barbara Kennedy*

2. Invoices.

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Email Address	CTMAPInvoices@austintexas.gov
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3. Travel Expenses. No travel expenses are authorized under this Contract.

4. Equal Opportunity

5.1.1 **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5. Right To Audit

- i. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- ii. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

8. Insurance: Insurance is waived.

9. Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

1. All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.
2. The City of Austin has determined that no goals are appropriate for this Contract. Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.
3. If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Exhibit C
DLT SOLUTIONS LLC's Offer, dated 08/15/2019

Exhibit D
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas _____
Human Rights Commission

_____ To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

~~Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.~~

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____
Authorized
Signature _____

Title _____

Exhibit E
NON-SUSPENSION OR DEBARMENT CERTIFICATION

City of Austin, Texas
Section 0805
~~NON-SUSPENSION OR DEBARMENT CERTIFICATION~~

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are _____
suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of
Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in
excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors
on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess
of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from
bidding on any Federal, State, or City of Austin Contracts.



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

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 Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

CONTRACT NUMBER: GS-35F-267DA

CONTRACT PERIOD: April 11, 2016-April 10, 2021

REFRESH #55

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR: DLT Solutions, LLC

2411 Dulles Corner Park, Suite 800
Herndon VA 20171
Phone number: 800-262-4358
Fax number: 866-708-6867
E-Mail: GWAC@dlt.com

CONTRACTOR'S ADMINISTRATION SOURCE:

Sonia Pamepinto, Program Manager
2411 Dulles Corner Park, Suite 800
Herndon VA 20171
Phone number: 703-773-9296
Fax number: 866-708-6867
E-Mail: GWAC@dlt.com

BUSINESS SIZE: Large Business

CUSTOMER INFORMATION:**1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN	DESCRIPTION
Special Item No. 132-8	Purchase of Equipment
Special Item No. 132-12	Maintenance, Repair Service and Repair Parts/Spare Parts
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. 132-40	Cloud Computing Services
Special Item No. 132-44	CDM Tools
Special Item No. 132-50	Training Courses
Special Item No. 132-51	Information Technology Professional Services
Special Item No. 132-52	Electronic Commerce Services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

GSA SIN	Manufacturer	DLT Part #	MFG Part #	Price Per Item
132-8	Quest Software	1020-5134	XAB-DMX-PS-247	\$ 0.47
132-12	Pure Storage	1099-4143	FA-UTILITY-BURSTRATE	\$ 0.15
132-32	Orock Technologies	1169-0213	LICWIN003-HR	\$ 0.01
132-33	Informatica	9048-14817	0000010669-0008	\$ 0.01
132-34	Informatica	9048-29734	0000010642-0009	\$ 0.02
132-40	Amazon Web Services	9098-53453	24M5TMX6VGEG9PK2	\$ 0.01
132-44	Quest Software	1020-6661-CDM	PRG-DDS-PS-247	\$ 0.03
132-50	Quest Software	1020-11332	CHD-SCL-PS	\$ 1.18
132-51	DLT Solutions	DLTPS-SA-01	DLTPS-SA-01	\$ 86.82
132-52	Akamai Technologies	9026-0031	100-108	\$ 0.01

1c. HOURLY RATES (Services only):

Part #	Labor Category	4/11/2019- 4/10/2020 GSA Rate (W/ IFF)	4/11/2020- 4/10/2021 GSA Rate (W/ IFF)
DLTPS-SA-01	System Administrator I	\$86.82	\$88.47
DLTPS-SA-02	System Administrator II	\$108.53	\$110.59
DLTPS-SA-03	System Administrator III	\$130.23	\$132.71
DLTPS-SA-04	System Administrator IV	\$157.36	\$160.35
DLTPS-SA-05	System Administrator V	\$230.08	\$234.45
DLTPS-PE-01	Project Engineer I	\$108.53	\$110.59
DLTPS-PE-02	Project Engineer II	\$130.23	\$132.71

DLTPS-PE-03	Project Engineer III	\$169.30	\$175.52
DLTPS-PE-04	Project Engineer IV	\$203.16	\$207.02
DLTPS-PE-05	Project Engineer V	\$243.80	\$248.43
DLTPS-ITA-01	IT Architect I	\$203.16	\$207.02
DLTPS-ITA-02	IT Architect II	\$243.80	\$248.43
DLTPS-ITA-03	IT Architect III	\$292.56	\$298.12
DLTPS-ITA-04	IT Architect IV	\$351.06	\$357.74
DLTPS-SME-01	Subject Matter Expert I	\$185.58	\$189.11
DLTPS-SME-02	Subject Matter Expert II	\$222.70	\$226.93
DLTPS-SME-03	Subject Matter Expert III	\$267.24	\$272.32
DLTPS-SME-04	Subject Matter Expert IV	\$320.69	\$326.78
DLTPS-SME-05	Subject Matter Expert V	\$384.83	\$392.14
DLTPS-PA-01	Project Assistant I	\$108.53	\$110.59
DLTPS-PM-01	Project Manager I	\$203.16	\$207.02
DLTPS-PM-02	Project Manager II	\$243.80	\$248.43
DLTPS-PM-03	Project Manager III	\$292.56	\$298.12
DLTPS-CS-01	Consultant I/Staff Consultant	\$177.51	\$180.88
DLTPS-CS-02	Consultant II/Senior Consultant	\$204.14	\$208.02
DLTPS-CS-03	Consultant III/Principal Consultant	\$249.50	\$254.25
DLTPS-CS-04	Consultant IV/Technical Manager	\$306.21	\$312.03
DLTPS-CS-05	Consultant V/Sr. Technical Director	\$434.06	\$442.30

DLTPS-SA-01

SYSTEM ADMINISTRATOR I

Functional Responsibility:

System Administrator I is responsible for supporting specific tasks relating to the operations of IT systems. Under direction, the System Administrator I performs basic technical tasks relating to the upkeep, configuration, and reliable operation of system, network, storage, and cloud-based technologies. System Administrator I has junior level technical skills relating to the technologies used in the operation of the IT system.

Minimum Education:

Associates or specific technology certification

DLTPS-SA-02

SYSTEM ADMINISTRATOR II

Functional Responsibility:

System Administrator II is responsible for maintaining specific systems within the IT environment. As required, the System Administrator II is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. System Administrator II has mid-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems.

Minimum Education:

Bachelors Degree

DLTPS-SA-03

SYSTEM ADMINISTRATOR III

Minimum Years of Experience:

Three (3) years of experience.

Functional Responsibility:

System Administrator III is responsible for maintaining specific systems within the IT environment. As required, the System Administrator III is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. System Administrator III develops standard operating procedures and runbooks for the IT systems. System Administrator III has senior-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems.

Minimum Education:

Bachelors Degree

DLTPS-SA-04

SYSTEM ADMINISTRATOR IV

Minimum Years of Experience:

Six (6) years of experience.

Functional Responsibility:

System Administrator IV is responsible for maintaining specific systems within the IT environment. As required, the System Administrator IV is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. System Administrator IV develops standard operating procedures and runbooks for the IT systems. System Administrator IV has senior-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems. Additionally, System Administrator IV has expert knowledge of system automation and IT operations-related technical requirements and tool selection/operation.

Minimum Education:

Bachelors Degree

DLTPS-SA-05

SYSTEM ADMINISTRATOR V

Minimum Years of Experience:

Nine (9) years of experience.

Functional Responsibility:

System Administrator V is responsible for maintaining specific systems within the IT environment and may be responsible for managing system administration staff. As required, System Administrator V is responsible for the maintenance, configuration, upkeep, and reliable operation of one or more systems, networks, storage, and cloud-based technologies. System Administrator V develops standard operating procedures and runbooks for the IT systems. System Administrator V has expert-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems as well as expert knowledge of system automation and IT operations-related technical requirements and tool selection/operation.

Minimum Education:

Bachelor's Degree

DLTPS-PE-01

PROJECT ENGINEER I

Functional Responsibility:

Project Engineer I (System, Application, or Software) is responsible for supporting specific tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer I is involved in a support role to conduct the analysis and capture of requirements, contribution to the solution design, and development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer I may also support design and development of custom software in support of the overall project. Project Engineer I has junior level skills relating to the technologies or programming languages used in the delivery of the project.

Minimum Education:

Associates or specific technology certification

DLTPS-PE-02

PROJECT ENGINEER II

Functional Responsibility:

Project Engineer II (System, Application, or Software) functions as a team lead, responsible for leading tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer II is involved in leading the analysis and capture of requirements, contribution to the solution design, and development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer II may also lead the design and development of custom software in support of the overall project. Project Engineer II has mid-level skills relating to the technologies or programming languages used in the delivery of the project.

Minimum Education:

Bachelors Degree

DLTPS-PE-03

PROJECT ENGINEER III

Minimum Years of Experience:

Three (3) years of experience.

Functional Responsibility:

Project Engineer III (System, Application, or Software) is responsible for managing tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer III is involved in managing the analysis and capture of requirements, contribution to the solution design, and development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer III may also manage the design and development of custom software in support of the overall project. Project Engineer III has senior level skills relating to the technologies or programming languages used in the delivery of the project.

Minimum Education:

Bachelor's Degree

DLTPS-PE-04

PROJECT ENGINEER IV

Minimum Years of Experience:

Five (5) years of Experience.

Functional Responsibility:

Project Engineer IV (System, Application, or Software) is responsible for complete oversight of specific tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer IV is involved in the analysis and capture of requirements, contribution to the solution design, and development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer IV is the lead principal who may

also be responsible for overall design and development of custom software in support of the overall project. Project Engineer IV has expert level skills relating to the technologies or programming languages used in the delivery of the project.

Minimum Education:

Bachelor's Degree

DLTPS-PE-05

PROJECT ENGINEER V

Minimum Years of Experience:

Seven (7) years of experience.

Functional Responsibility:

Project Engineer V (System, Application, or Software) has executive level responsibility for multiple projects/programs relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer V reviews the project team's analysis and capture of requirements, contribution to the solution design, development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer V may be the lead engineer responsible for overall design and development of custom software in support of the overall program and project(s). Project Engineer V has expert level skills relating to the technologies or programming languages used in the delivery of the project.

Minimum Education:

Bachelor's Degree

DLTPS-ITA-01

IT ARCHITECT I

Minimum Years of Experience:

Three (3) years of experience.

Functional Responsibility:

IT Architect I is responsible for supporting the overall design, development and deployment of an IT solution. For complex projects, the IT Architect I may be responsible for supporting a specific component of the solution architecture. IT Architect I supports the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect I provides support during the implementation and integration phases of the project.

Minimum Education:

Bachelor's Degree

DLTPS-ITA-02

IT ARCHITECT II

Minimum Years of Experience:

Five (5) years of experience.

Functional Responsibility:

IT Architect II functions in a team lead role, responsible for the overall design, development and deployment of an IT solution. For complex projects, the IT Architect II may be responsible for leading the work related to a specific component of the solution architecture. IT Architect II leads the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect II may lead the team to provide additional product specific expertise during the implementation and integration phases of the project.

Minimum Education:

Bachelor's Degree

DLTPS-ITA-03**IT ARCHITECT III**

Minimum Years of Experience:

Seven (7) years of experience.

Functional Responsibility:

IT Architect III functions in a management role, responsible for managing the overall design, development and deployment of an IT solution. For complex projects, the IT Architect III may be responsible for managing the work related to a specific component of the solution architecture. IT Architect III manages the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect III may manage a team to provide additional product specific expertise during the implementation and integration phases of the project.

Minimum Education:

Bachelor's Degree

DLTPS-ITA-04**IT ARCHITECT IV**

Minimum Years of Experience:

Nine (9) years of experience.

Functional Responsibility:

IT Architect IV is responsible for complete oversight for managing the overall design, development and deployment of an IT solution. For complex projects, the IT Architect IV may have oversight for the work related to a specific component of the solution architecture. IT Architect IV oversees the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team.

Minimum Education:

Bachelor's Degree

DLTPS-ME-01**SUBJECT MATTER EXPERT I**

Minimum Years of Experience:

Three (3) years of experience.

Functional Responsibility:

Subject Matter Expert I provides expertise for at least one technology domain. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert I may provide domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert I may support client requirements directly or support a technical team within a project.

Minimum Education:

Bachelor's Degree

DLTPS-SME-02

SUBJECT MATTER EXPERT II

Minimum Years of Experience:

Five (5) years of experience.

Functional Responsibility:

Subject Matter Expert II provides expertise for at least one technology domain. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert II leads a team that provides domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert II may support client requirements directly or lead a technical team within a project. Subject Matter Expert II often has additional specialized training or certifications relating to his/her domain of expertise.

Minimum Education:

Bachelor's Degree

DLTPS-SME-03

SUBJECT MATTER EXPERT III

Minimum Years of Experience:

Seven (7) years of experience.

Functional Responsibility:

Subject Matter Expert III provides deep level expertise for one or more technology domains. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert III manages team(s) providing domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert III may support client requirements directly or manage technical team(s) within a project. Subject Matter Expert III often has additional specialized training or certifications relating to his/her domain(s) of expertise.

Minimum Education:

Bachelor's Degree

DLTPS-SME-04

SUBJECT MATTER EXPERT IV

Minimum Years of Experience:

Nine (9) years of experience.

Functional Responsibility:

Subject Matter Expert IV provides deep level expertise for one or more technology domains. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert IV has complete oversight for team(s) providing domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert IV may support client requirements directly or oversee technical team(s) within a project. Subject Matter Expert IV has additional specialized training or certifications relating to his/her domain(s) of expertise.

Minimum Education:

Bachelor's Degree

DLTPS-SME-05**SUBJECT MATTER EXPERT V**

Minimum Years of Experience:

Eleven (11) years of experience.

Functional Responsibility:

Subject Matter Expert V provides deep level expertise for one or more technology domains. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert V has executive level oversight for multiple programs and project teams providing domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Subject Matter Expert V has considerable specialized training or certifications relating to his/her domain(s) of expertise.

Minimum Education:

Bachelor's Degree

DLTPS-PA-01**PROJECT ASSISTANT I**

Functional Responsibility:

Project Assistant I provides general administrative support to technical and management level personnel. Provides documentation planning and support. Tasks may include project administration, communications and scheduling, and event and human resources planning.

Minimum Education:

High School Diploma

DLTPS-PM-01**PROJECT MANAGER**

Minimum Years of Experience:

Three (3) years of experience.

Functional Responsibility:

Project Manager I supports the monitoring of project performance against engagement milestones; managing client expectations; coordinating resources and processes to achieve engagement workplan; recommending changes to the engagement staff over the life of the project; monitoring project budgets and preparing client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards.

Minimum Education:

Bachelor's Degree

DLTPS-PM-02**PROJECT MANAGER II**

Minimum Years of Experience:

Five (5) years of experience.

Functional Responsibility:

Project Manager II leads the monitoring of project performance against engagement milestones; managing client expectations; coordinating resources and processes to achieve engagement workplan; recommending changes to the engagement staff over the life of the project; managing project budgets and preparing client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards.

Minimum Education:

Bachelor's Degree

DLTPS-PM-03

PROJECT MANAGER III

Minimum Years of Experience:

Seven (7) years of experience.

Functional Responsibility:

Project Manager III manages the monitoring of project performance against engagement milestones; manages client expectations; allocates resources and processes to achieve engagement workplan; implements changes to the engagement staff over the life of the project; oversees project budgets and client billings as appropriate; and ensures all project documentation is maintained in accordance with consulting standards.

Minimum Education:

Bachelor's Degree

DLTPS-CS-01

CONSULTANT I / STAFF CONSULTANT

Functional Responsibility:

Consultant I provides program, analytical, and/or technological support in the development of requirements or the implementation of creative and innovative solutions to meet accepted requirements; conducts research and analyzes data for accuracy and relevancy; documents and analyzes results and recommends solutions. Actively leverages consulting tools and methodologies to meet project objectives and complete activities.

Minimum Education:

Bachelor's Degree

DLTPS-CS-02

CONSULTANT II / SENIOR CONSULTANT

Minimum Years of Experience:

Two (2) years of experience.

Functional Responsibility:

Consultant II leads a team that provides program, analytical, and/or technological support in the development of requirements or the implementation of creative and innovative solutions to meet accepted requirements; conducts research and analyzes data for accuracy and relevancy; documents and analyzes results and recommends solutions. Actively leverages consulting tools and methodologies to meet project objectives and complete activities.

Minimum Education:

Bachelor's Degree

DLTPS-CS-03

CONSULTANT III / PRINCIPAL CONSULTANT

Minimum Years of Experience:

Four (4) years of experience.

Functional Responsibility:

Consultant II leads a team that provides program, analytical, and/or technological support in the development of requirements or the implementation of creative and innovative solutions to meet accepted requirements; conducts research and analyzes data for

accuracy and relevancy; documents and analyzes results and recommends solutions. Actively leverages consulting tools and methodologies to meet project objectives and complete activities.

Minimum Education:

Bachelor's Degree

DLTPS-CS-04

CONSULTANT IV / Technical Manager

Minimum Years of Experience:

Six (6) years of experience.

Functional Responsibility:

Consultant IV has oversight for entire project staff that provides program, analytical, and/or technological support in the development of requirements or the implementation of creative and innovative solutions to meet accepted requirements; conducts research and analyzes data for accuracy and relevancy; documents and analyzes results and recommends solutions. Evaluates and, when applicable, implements new consulting tools and methodologies that can more efficiently meet project objectives and complete activities.

Minimum Education:

Bachelor's Degree

DLTPS-CS-05

CONSULTANT V / Sr. Technical Director

Minimum Years of Experience:

Ten (10) years of experience.

Functional Responsibility:

Consultant V has executive level oversight for multiple projects and programs that provide program, analytical, and/or technological support in the development of requirements or the implementation of creative and innovative solutions to meet accepted requirements; conduct research and analyze data for accuracy and relevancy; document and analyze results and recommend solutions. Makes decisions regarding implementation of new consulting tools and methodologies that can more efficiently meet project objectives and complete activities.

Minimum Education:

Bachelor's Degree

Requirement	Equivalency 1: Degree Plus Additional Years of Experience	Equivalency 2: Total Years of Experience
Associates	High School Diploma/GED + Specialized Certification	1 year related experience
Bachelors	Associates + 2 years	3 years related experience
Masters	Bachelors + 2 years	5 years related experience
Doctorate	Masters + 2 years	7 years related experience

2. MAXIMUM ORDER*:

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 Hardware
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 132-40 – Cloud Computing Services
Special Item Number 132-44 – CDM Tools SIN
Special Item Number 132-50 - Training Courses
Special Item Number 132-51 - Information Technology (IT) Professional Services
Special Item Number 132-52 – Electronic Commerce Services

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER:

Minimum Order: \$100.00

4. GEOGRAPHIC COVERAGE:

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.

Under Cooperative Purchasing authorized State and local government entities are eligible to place orders.

5. POINT(S) OF PRODUCTION:

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.

6. DISCOUNT FROM LIST PRICES:

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

Dollar Volume: none, Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government Customers.

7. QUANTITY DISCOUNT(S): NONE

8. PROMPT PAYMENT TERMS:

Prompt Payment: net 30 days from receipt of invoice or date of acceptance, whichever is later.

9. Government Purchase Cards are accepted above the micro-purchase threshold.

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

The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance:

1-800-262-4DLT

10. FOREIGN ITEMS: NONE

11a. 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

30

132-32, 132-33, 132-44

30

132-40, 132-50, 132-51, 132-52

as agreed between Contractor and
Government Agency

11b. EXPEDITED DELIVERY:

Items available for expedited delivery are noted in this price list, under this heading.

11c. OVERNIGHT AND 2-DAY DELIVERY:

Expedited, overnight and 2nd day delivery can be arranged on a case by case basis for an additional fee. Customers should call for pricing and product availability.

11d. URGENT REQUIRMENTS:

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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.

12. FOB POINT: FOB Destination

13a. ORDERING ADDRESS:

Contractor's Ordering Address and Payment Information:

DLT Solutions, LLC.
2411 Dulles Corner Park, Suite 800
Herndon VA 20171

13b. ORDERING PROCEDURES:

Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS:

DLT Solutions, LLC.
2411 Dulles Corner Park, Suite 800
Herndon VA 20171

15. WARRANTY PROVISION:

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- 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: N/A

16. EXPORT PACKING CHARGES:

Not Applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:

Government purchase 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.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):

The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

- (a) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (b) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- (c) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):

Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

- a. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):

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 requisitioning 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, de-installation, and reinstallation services under SIN 132-8.

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):

Not Applicable

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):

GovSmart, Inc.
Hamza Durrani
Tel: 434-326-4236
Email: hamza@govsmart.com

MicroTech
Denise Rodriguez-Lopez
Tel: 571-327-2903
Email: denise.rodriguez-lopez@microtech.net

Assurance Data
Darryl Jameson
Tel: 603-809-3564
Email: djameson@assurancedata.com

23. PREVENTIVE MAINTENANCE (IF APPLICABLE):

If applicable on a delivery order basis, the preventive maintenance terms and conditions will be indicated in the approved End User License Agreement or Services and License Addendum approved by GSA.

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):

Not Applicable

24b. Section 508 Compliance for Electronic and Information Technology (EIT):

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.dlt.com

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

25. DUNS NUMBER: 78-6468199

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:

DLT is registered in System for Award Management (SAM) in lieu of FAR clause 52.204-7, Central Contractor Registration (CCR). Our information in SAM is current, accurate, and complete.

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

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

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

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

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

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- 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: N/A

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 INFORMATIONTECHNOLOGY EQUIPMENT, RADIO/TELEPHONE 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 30 mile radius of the Contractor's service points. If an additional charge is to apply because of a greater distance from the contractor's service areas, the mileage rate or other distance factor shall be stated in paragraph 7.d and 8.d of this Special Item 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:

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. (Government)
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract)

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

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

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

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

d. **TRAVEL AND TRANSPORTATION**

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

e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below: No quantity discounts apply.

9. REPAIR SERVICE RATE PROVISIONS

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

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

c. **TRAVEL OR TRANSPORTATION**

(1) **AT THE CONTRACTOR'S SHOP**

- (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- (b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

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

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

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

- (a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.
- (b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. **LABOR RATES**

(1) **REGULAR HOURS**

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering

activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) **AFTER HOURS**

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

(3) **SUNDAYS AND HOLIDAYS**

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

REPAIR SERVICE RATES: N/A

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 N/A at a discount of N/A% from such listed prices.

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

a. **REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of N/A

b. **REPAIR PARTS/SPARE PARTS**

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period N/A

12. INVOICES AND PAYMENTS

a. **Maintenance Service**

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

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

b. **Repair Service and Repair Parts/Spare Parts**

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

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

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

DLT Link for GSA Approved Enterprise User License Agreements (EULA)

<http://www.dlt.com/contracts/gsa-approved-vendor-terms-conditions>

3. 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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800-262-4DLT (4358) for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8AM ET to 6PM ET.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:

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

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

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

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

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

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

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor 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.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to % of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

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

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. 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.

12. RIGHT-TO-COPY PRICING

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

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF CLOUD COMPUTING SERVICES (SPECIAL ITEM NUMBER 132-40)

1. SCOPE

The prices, terms and conditions stated under Special Item Number (SIN) 132-40 Cloud Computing Services (i.e. IaaS, etc.) and Cloud-Related Professional Services apply exclusively to Cloud Computing Services (i.e. IaaS, etc.) and Cloud-Related Professional Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to Cloud (i.e. SaaS, etc.) technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Cloud Services [(i.e. SaaS, etc.)] relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs. (For example: Software subscription services or Software as a Service offerings that do not meet the essential “measured service” requirement may meet the definition of “Term Licenses” under SIN 132-32. See the Measured Service requirement in Table 2, below.

The scope of this SIN is limited to cloud capabilities provided entirely as a “pay as you go” service and cloud-related IT professional services. Hardware, software and other artifacts acquired to supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build private on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 132-8, 132-32, 132-33, 132-34, 132-52, 132-51).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected per each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories.

See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing service (i.e. IaaS, etc.) technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

Table 1: Cloud Computing Services (i.e. IaaS, etc.)

SIN Description	Sub-Categories ¹
<ul style="list-style-type: none">● Commercially available cloud computing services● Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics● Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	<ol style="list-style-type: none">1. Software as a Service (SaaS): Consumer uses provider’s applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available.2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure.3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

2. DESCRIPTION OF CLOUD COMPUTING SERVICES (i.e. IaaS, etc.) AND PRICING

a. Service Description Requirements for Listing Contractors

The description requirements below are in addition to the overall Schedule 70 evaluation criteria described in SCP-FSS-001-N Instructions Applicable to New Offerors (Alternate I – MAR 2016) or SCP-FSS-001-S Instructions Applicable to Successful FSS Program Contractors, as applicable, SCP-FSS-004 and other relevant publications.

Refer to overall Schedule 70 requirements for timelines related to description and other schedule updates, including but not limited to clauses 552.238-81 – section E and clause I-FSS-600.

Table 2 summarizes the additional Contractor-provided description requirements for services proposed under the Cloud Computing Services (i.e IaaS, etc.). All mandatory description requirements must be complete, and adequate according to evaluation criteria.

In addition there is one “Optional” reporting descriptions which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

- (1) The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.
- (2) If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in “Guidance for Contractors”.

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See ‘GUIDANCE FOR CONTRACTORS: NIST

	(i.e. IaaS, etc.) satisfies each individual essential NIST Characteristic		Essential Characteristics' below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics. The NIST "Measured Service" characteristic requires a minimal "pay as you go" unit of measurement appropriate for the service. In the case of SaaS, the appropriate maximum measured increment of service shall be no more than 30 days per user, or some other equivalent discrete measurement that provides the government with the advantage of frequent (approximately every 30 days) "pay as you go" metering cycles. SaaS products, where consumption is only measured on an annual basis, may better fit under "Term Software License" SIN 132-32. Likewise, offers of any combinations of IaaS, PaaS or any other cloud product services in a bundle or other fashion that do not meet the frequency requirements of approximately 30-day measurement and billing cycles, will not be accepted as complying with the NIST Measured Service characteristic.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800- 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See 'GUIDANCE FOR CONTRACTORS: NIST
3	Optionally select the most appropriate NIST service model that will be the designated sub-category, or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See 'GUIDANCE FOR CONTRACTORS: NIST Service Model' below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service

b. Pricing of Cloud Computing Services

All current pricing requirements for Schedule 70, including provision SCP-FSS-001-N (Section III Price Proposal), SCP-FSS-001-S, SCP-FSS-004 (Section III Price Proposal), and clause I-FSS-600 Contract Price Lists, apply. At the current time there is no provision for reducing or eliminating standard price list posting requirements to accommodate rapid cloud price fluctuations.

In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

3. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing

Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

b. Training

If training is provided commercially the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges.

c. Information Assurance/Security Requirements

The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.

d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud service (i.e. IaaS, etc.) solution. Any additional substantial and ongoing IT professional services related to the offering such as assessing, preparing, refactoring, migrating, DevOps, developing new cloud based applications and managing/governing a cloud implementation may be offered per the guidelines below.

e. Performance of Cloud Computing Services (i.e. IaaS, etc.)

The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate cloud computing services (i.e. IaaS, etc.) on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

4. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models. Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance

- (1) The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.
- (2) The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work.² The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.
- (3) Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.
- (4) The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.³

². Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems")

³. MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011.

- (5) Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model

If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

c. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers.

d. Interoperability

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

e. Performance of Cloud Computing Services

The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

f. Reporting

The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the initial requirement.

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122⁴ and OMB memos M-06-16⁵ and M-07-16⁶. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

⁴ NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"

⁵ OMB memo M-06-16: Protection of Sensitive Agency Information <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf>

⁶ OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

h. Accessibility

The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

i. Geographic Requirements

Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services (i.e. IaaS, etc.) for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud- specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government's use of the cloud provider's service.
- Virtual machine configurations created by the government but operating on the cloud provider's service.
- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:

- (1) Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.
- (2) Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

5. GUIDANCE FOR CONTRACTORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2, including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services (i.e. IaaS, etc.) under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing [SP 800-145](http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf)⁷.

Contractors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

In addition, contractors submitting Cloud services (i.e. IaaS, etc.) for listing under this SIN are encouraged to select a sub-category for each Cloud service (i.e. IaaS, etc.) proposed under this SIN with respect to a single principal NIST cloud service model that most aptly characterizes the service. Cloud Service model (i.e. IaaS, etc.) categorization is optional.

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<http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>

Both Cloud service model (i.e. IaaS, etc.) and deployment model (i.e. public, etc.) designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection

a. NIST Essential Characteristics

General Guidance

NIST's essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

Table 3: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	<ul style="list-style-type: none">● Ordering activities can directly provision services without requiring Contractor intervention.● This characteristic is typically implemented via a service console or programming interface for provisioning	<p>Government procurement guidance varies on how to implement on-demand provisioning at this time.</p> <p>Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or other appropriate payment cycles on what are essentially on-demand services.</p> <p>Services under this SIN must be capable of true on-demand self-service, and ordering activities and Contractors must negotiate how they implement on-demand capabilities in practice at the task order level:</p> <ul style="list-style-type: none">● Ordering activities must specify their procurement approach and requirements for on-demand service● Contractors must propose how they intend to meet the approach● Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network Access	<ul style="list-style-type: none">● Ordering activities are able to access services over standard agency	<ul style="list-style-type: none">● Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the

	<p>networks</p> <ul style="list-style-type: none"> ● Service can be accessed and provisioned using standard devices such as browsers, tablets and mobile phones 	<p>service</p> <ul style="list-style-type: none"> ● Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non- cloud networks and services. For example, a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	<ul style="list-style-type: none"> ● Pooling distinguishes cloud services from simple offsite hosting. ● Ordering activities draw resources from a common pool maintained by the Contractor ● Resources may have general characteristics such as regional location 	<ul style="list-style-type: none"> ● The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. ● Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement ● Similar concerns apply to software and platform models; automated provisioning from a pool is required ● Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.
Rapid Elasticity	<ul style="list-style-type: none"> ● Rapid provisioning and de-provisioning commensurate with demand 	<ul style="list-style-type: none"> ● Rapid elasticity is a specific demand-driven case of self-service ● ‘Rapid’ should be understood as measured in minutes and hours, not days or weeks. ● Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required. ● Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.
Measured Service	<ul style="list-style-type: none"> ● Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service 	<ul style="list-style-type: none"> ● Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. ● Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to

		<p>the service measured</p> <ul style="list-style-type: none"> ● Contractors must specify that measured service is available and the general sort of metrics and mechanisms available ● The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of “pay as you go” consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.
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Inheriting Essential Characteristics

Cloud Services (i.e. IaaS, etc.) may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Cloud Services (i.e. IaaS, etc.) inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users. In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the

resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

b. NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in The NIST Definition of Cloud Computing SP 800-145. The following guidance is offered for the proper selection of service models.

NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing Cloud services (i.e. IaaS, etc.) of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as "Storage as a Service" would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as "LAMP as a Service" or "Database as a Service" would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as "Travel Facilitation as a Service" or "Email as a Service" would be properly characterized as species of Software as a Service (SaaS) for this SIN.

However, Contractors can and should include appropriate descriptions (include commercial marketing terms) of the service in the full descriptions of the service's capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

- (1) Visibility to the Ordering Activity. Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.
- (2) Primary Focus of the Cloud Service (i.e. IaaS, etc.). Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.

- (3) **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity's primary actual consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.
- (4) **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 4 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub- categories.

Table 4: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	<p>Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices.</p> <ul style="list-style-type: none"> • IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting • The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. <p>Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks.</p> <p>Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.</p>
Platform as a Service (PaaS)	<p>Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application.</p> <ul style="list-style-type: none"> • A complete platform can deploy an entire application. Complete

	<p>platforms can be proprietary or open source</p> <ul style="list-style-type: none"> ● Partial platforms can deploy a component of an application which combined with other components make up the entire deployment ● PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service ● The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service. ● A limited range of configuration options for the platform service may be available. <p>Examples of complete PaaS services include:</p> <ul style="list-style-type: none"> ● A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application, ● a Windows .Net platform ready to deploy a .Net application, ● A custom complete platform ready to develop and deploy an customer application in a proprietary language ● A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services. <p>The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform.</p> <p>PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:</p> <ul style="list-style-type: none"> ● A database service ready to deploy a customer's tables, views and procedures, ● A queuing service ready to deploy a customer's message definitions ● A security service ready to deploy a customer's constraints and target applications for continuous monitoring <p>The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function.</p> <p>Note that both the partial and complete PaaS examples all have two things in common:</p> <ul style="list-style-type: none"> ● They are software services, which offer significant core functionality out of the box <ul style="list-style-type: none"> ● They must be configured with customer data and structures to deliver results <p>As noted in IaaS, operating systems represent a gray area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.</p>
Software as a Service (SaaS)	<p>Select a SaaS model for service based equivalents of software applications.</p> <ul style="list-style-type: none"> ● SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting

	<ul style="list-style-type: none"> • The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides. <p>Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users.</p> <p>Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.</p> <p>Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.</p>
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c. Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 5: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.

Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

6. INFORMATION PERTAINING TO CLOUD RELATED IT PROFESSIONAL SERVICES

NOTE: Offerors may offer Cloud Services (i.e. IaaS, etc.) exclusively; it is not a requirement to also offer Cloud Related IT Professional Services. Similarly, offerors of Cloud Related IT Professional Services are not required to also offer Cloud Services (i.e. IaaS, etc.). Offerors who have capabilities in both Cloud Services (i.e. IaaS, etc.) and Cloud Related IT Professional Services may offer both, under this SIN.

NOTE: ****Labor categories under Special Item Number 132-51 "Information Technology Professional Services may remain under SIN 132-51, unless they are specific to the Cloud Computing Products and IT Professional Services 132-40. Labor specific to Cloud Computing should be positioned by Contractors under SIN 132-40 in order for Contractors to have the opportunity to bid on requests for quotes that are generated exclusively under the Cloud SIN. Offerors may offer Cloud IT Professional Services exclusively; it is not a requirement to also offer Cloud Services (i.e. IaaS).

a. SCOPE OF 132-40 Cloud Related IT Professional Services

- (1) The labor categories, prices, terms and conditions stated under Special Item Numbers 132-40 Cloud Services and Related IT Professional Services apply exclusively to this SIN within the scope of this Information Technology Schedule. It is anticipated that the relevant IT Professional Services for this SIN (132-40) are related to the following: assessing cloud solutions, preparing for cloud solutions, refactoring legacy solutions for cloud migration, migrating legacy or other systems to cloud solutions, DevOps, developing new cloud based applications and providing management/governance for cloud solutions. Contractors may propose other types of relevant professional services as long as they are specifically designed to work within and/or support the types of cloud product services described in SIN 132-40.
- (2) Cloud Related IT Professional Services provided under this SIN shall comply with all certifications and industry standards as applicable pertaining to the type of services as specified by ordering agency.

- (3) The Contractor shall provide Cloud Related IT Professional Services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

b. ORDER

- (1) Agencies may use written orders, Electronic Data Interchange (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 order shall specify the availability of funds and the period for which funds are available.
- (2) 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.

c. PERFORMANCE OF SERVICES

- (1) The Contractor shall commence performance of Cloud Related IT Professional Services on the date agreed to by the Contractor and the ordering activity.
- (2) The Contractor agrees to render Cloud Related IT Professional Services during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- (3) The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Cloud Related IT Professional Services shall be completed in a good and workmanlike manner.
- (4) Any Contractor travel required in the performance of Cloud Related IT Professional 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. All travel will be agreed upon with the client prior to the Contractor's travel.

d. INSPECTION OF SERVICES

Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)

(DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018)

(ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor- Hour Contracts orders placed under this contract.

e. 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 (MAY 2014) Rights in Data – General, may apply.

The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

f. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

g. INDEPENDENT CONTRACTOR

All Cloud Computing 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.

h. ORGANIZATIONAL CONFLICTS OF INTEREST

(1) 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.

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.

i. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for Cloud Computing 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 IT professional services performed during the preceding month.

j. PAYMENTS

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. Payments shall be made in accordance with:

For orders that are NOT time-and-materials/labor hours (fixed price applicable).

- GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018)

For orders that are time-and-materials/labor hours.

- GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)
- FAR 52.216-31 (Feb 2007) Time-and Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition. As prescribed in 16.601(f)(3), insert the following provision:
 - (1) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
 - (2) 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-
 - i The offeror;
 - ii Subcontractors; and/or
 - iii Divisions, subsidiaries, or affiliates of the offeror under a common control.

k. RESUMES

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

l. 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.

m. DESCRIPTION OF CLOUD COMPUTING LABOR HOURS AND PRICING

- (1) The Contractor shall provide a description of each type of Cloud Computing Professional Service offered under Special Item Numbers 132-40 and it 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
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individuals who will perform the service should be provided.

- (2) Pricing for all Cloud Computing IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, 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 (see SCP FSS 004).

EXAMPLE

Commercial Job Title: Senior Cloud Subject Matter Expert

Description: Provides highest-level cloud computing domain expertise to large scale and complex projects as a client resource. Leads teams and client interaction from workflow design to cloud solution deliverables.

Professionals involved in this specialty perform the following tasks:

- Provides in-depth knowledge and expertise from cloud computing and business domains
- Develops and improves technical and business requirements documentation and specifications
- Reviews client requirements during on-boarding and other project phases
- Presents alternatives to client based designs based on impact to cost, performance and outcomes
- Incorporates enterprise architecture designs from business unit services strategies
- Provides advisory services to the service provider, cross functional teams, and clients

Knowledge, Skills and Abilities: Documented track record of successful client engagements in large public sector enterprise environments. 10+ years experience with SOAP, JSON, J2EE, SML, REST, OAuth, SAML, and OpenID. 4+ years experience with AD, LDAP, ODBC, SSO, CAC/PIV, STS, SSL, IEP, 3DES, 2-Factor, and STIG. Proficient with SDLC, AWS, and Oracle. Ability to thrive in a dynamic public sector environment.

Minimum Experience: 10 Years

Minimum Education Requirements: an MS degree in computer science or equivalent.

Highly Desirable: Deep knowledge of Microsoft Azure and Amazon Web Services core service offering.

TERMS AND CONDITIONS APPLICABLE TO CONTINUOUS DIAGNOSTICS AND MITIGATION (CDM) TOOLS SIN 132-44

1. SCOPE

- a. Special Item Number (SIN) 132-44 Continuous Diagnostics and Mitigation (CDM) Tools is a solutions SIN. This SIN includes both hardware and software products and any associated services for the products to include installation, maintenance, and training.

NOTE: All hardware and software under SINs 132-8, 132-32, and 132-33 may remain under those SINs unless the items are specific to the CDM SIN.

- b. CDM Tools SIN products and associated services shall comply with all certifications and industry standards as specified by the ordering activity.
- c. 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. The Contractor shall deliver to any location within the geographic scope of this contract.
- d. 132- 44 - Continuous Diagnostics and Mitigation Tools - SUBJECT TO COOPERATIVE PURCHASING - Includes Continuous Diagnostics and Mitigation (CDM) Approved Products List (APL) hardware and software products/tools and associated services. The full complement of CDM subcategories includes tools, associated maintenance, and other related activities such as training.
- e. The 5 subcategories CDM capabilities specified under this SIN are:
 - (1) Manage "What is on the network?": Identifies the existence of hardware, software, configuration characteristics and known security vulnerabilities.
 - (2) Manage "Who is on the network?": Identifies and determines the users or systems with access authorization, authenticated permissions and granted resource rights.
 - (3) Manage "How is the network protected?": Determines the user/system actions and behavior at the network boundaries and within the computing infrastructure.
 - (4) Manage "What is happening on the network?": Prepares for events/incidents, gathers data from appropriate sources; and identifies incidents through analysis of data.
 - (5) Emerging Tools and Technology: Includes CDM cybersecurity tools and technology not in any other subcategory.

5 subcategories represent the scope of the CDM program and reflect widely exercised functional and operational scenarios that CDM is interested in identifying, monitoring and addressing from a security perspective.

To provide a holistic security approach, these capabilities adhere to the National Institute of Science and Technology (NIST) Cybersecurity Framework security functions to identify, protect, detect, respond and recover. CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization

As shown in Table 1, the 5 CDM Tools SIN subcategories cover the previous CDM BPA 15 CDM Tool Functional Areas (TFAs) and allow for future innovation.

Table 1: SIN to TFA mapping

5 SIN Subcategories	15 CDM BPA TFAs
1. Manage “What is on the network?”	<ul style="list-style-type: none"> • TFA 1 – Hardware Asset Management • TFA 2 – Software Asset Management • TFA 3 – Configuration Settings Management • TFA 4 – Vulnerability Management
2. Manage “Who is on the network?”	<ul style="list-style-type: none"> • TFA 6 – Manage Trust in People Granted Access • TFA 7 – Manage Security-Related Behavior • TFA 8 – Manage Credential and Authentication • TFA 9 – Manage Account/Access/Manage Privileges
3. Manage “How is the boundary protected?” for BOUND	<ul style="list-style-type: none"> • TFA 5 – Manage Network Access Controls
4. Manage “What is happening on the network?” for MNGEVT	<ul style="list-style-type: none"> • TFA 10 – Prepare for Contingencies and Incidents • TFA 11 – Respond to Contingencies and Incidents
4. Manage “What is happening on the network?” for DBS	Planning <ul style="list-style-type: none"> • TFA 12 – Design and Build in Requirements Policy and • TFA 13 – Design and Build in Quality
4. Manage “What is happening on the network?” for OMI	<ul style="list-style-type: none"> • TFA 14 – Manage Audit Information • TFA 15 – Manage Operation Security
5. Emerging Tools and Technologies	Future innovations

(1) Manage “What is on the network?”

Focus: The primary focus of Manage Assets is to identify “What is on the network?”; that is, to identify the existence of hardware, software, configuration characteristics and known security vulnerabilities.

Manage hardware and software baseline system inventory is based on Phase 1 Hardware Asset Management (HWAM) and Software Asset Management (SWAM) requirements that requires the discovery and identification of devices to define a baseline of inventory hardware and software assets to establish the Agency’s span of control.

Hardware and software configurations are based on Phase 1 Configuration Settings Management (CSM) requirements to ensure that hardware and software (specifically the operating system and installed applications) assets are securely configured and hardened.

Manage vulnerabilities is based on Phase 1 Vulnerability Management (VUL) requirements to identify and manage vulnerabilities in software installed on network devices to minimize exploitation of known software weaknesses.

These CDM capabilities cover verification and validation for the existence of hardware infrastructure devices; the accurate identification of approved software components; verification and validation that hardware devices have the correct security configuration settings, and system platform is hardened to reduce the platform attack surface; and the identification and management of risks presented by known software weaknesses that are subject to exploitation.

These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

(2) Manage “Who is on the network?”

Focus: The primary focus of Manage People is to determine “Who is on the network?”; that is, identify and determine the users or systems with authorized access.

Manage People is based on Phase 2 PRIV, CRED, TRUST and BEHAVE requirements that require the management of users/accounts as an asset to assure the appropriate individual has the right access to the right resource.

This CDM capability covers the verification and validation of allowed user privileges, issuance and management of user owned credentials, appropriate user security behavior training, trustworthiness, authenticated permissions, and management of resource access rights granted to users.

These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

(3) Manage “How is the boundary protected?”

Focus: The primary focus of Manage Boundary Protection is to determine “How is the boundary protected?”; that is, to determine the user/system actions and behavior at the physical/logical network boundaries and within the computing infrastructure.

“How is the boundary protected?” is based on Phase 3 BOUND requirements to defend physical and logical network boundaries and identify abnormal behavior (of networks and users) that may identify that an incident has occurred.

This CDM capability covers verification and validation of logical and physical network interfaces to reduce intrusive, malicious, and disruptive attacks; cryptographic mechanisms ensure confidentiality and integrity of data on the network; and methods to identify security incidents.

These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

(4) Manage “What is happening on the network?”

Due to the complexity to manage “What is happening on the network?”, this area is covered by three focus areas:

- a. Manage Events (MNGEVT)
- b. Operate, Monitor and Improve (OMI)
- c. Design and Build in Security (DBS)

Manage Events

Focus: Manage Events is responsible for preparing for events/incidents, gathering appropriate audit data from appropriate sources, identifying incidents through analysis of data, and performing ongoing assessment.

Manage Events is based on the Phase 3 MNGEVT requirements to prepare for incidents/events (through processes, policies, and procedures), gather appropriate audit/log data from appropriate sources, and identify events/incidents (network and user abnormal behavior) through the analysis of audit/log data.

Manage Events supports the runtime collection of attributes (actual state) and continuous monitoring of the policies related to attributes for Ongoing Assessment (actual state vs. desired state) to enhance current or apply new security and privacy controls and countermeasures. The results of the Ongoing Assessment will be used as inputs to OMI Ongoing Authorization risk assessment process to determine if the level of risk remains acceptable for a given information system to support continued authorization and operation.

Ongoing Assessment is the continuous process of comparing security related attributes between the Actual State and the Desired State. This comparison is performed by the CDM Policy Decision Point (PDP). The discrepancy between Actual State and Desired state impacts the security posture of the implementation of NIST SP 800-53 controls and countermeasures. The results of the Ongoing Assessment are used to evaluate the changes in risk posture associated with the discrepancy. Ideally, the Ongoing Assessment process is fully automated with the Desired State being encoded in the CDM PDP and the Actual State being measured using CDM sensors.

This CDM capability covers verification and validation of processes, policies, and procedures supporting cybersecurity preparation, audit and log data collection, security analysis of audit/log data, incident reporting to provide forensic evidence of malicious or suspicious behavior, and ongoing assessment.

To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

Operate, Monitor and Improve

Focus: Operate, Monitor and Improve is responsible for audit data aggregation, correlation, and analysis, incident prioritization and response, and post-incident activities (e.g., information sharing).

Operate, Monitor and Improve is based on Phase 3 OMI requirements for audit data aggregation, correlation and analysis, incident prioritization and response, and post incident activities (e.g., information sharing).

Ongoing Authorization is the continuous evaluation of the change in risk level related to changes in security policies concerning static object attributes (i.e., actual state and desired state) for threat behaviors that impact the security posture. This impact to security is measured by capturing changes in existing safeguards (e.g., NIST SP 800-53 controls and countermeasures) and identification of new component weaknesses and vulnerabilities.

This CDM capability covers verification and validation of processes/procedures to aggregate, correlate, and analyze audit/log data, to prioritize incidents and associated response actions, to quickly mitigate the impact of an incidents, to take appropriate remediation actions to eliminate the impact (restore normal operations) of the same incident, to support information sharing and collaboration (both internal and external) to minimize or prevent impact of future incidents, and ongoing authorization.

To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover. CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

Design and Build in Security

Focus: Design and Build in Security is responsible for preventing exploitable vulnerabilities from being effective in the software/system while in development or deployment. The Design and Build in Security process is focused on identifying, controlling and removing weaknesses/vulnerabilities from the software/system. Exploitable vulnerabilities may include software/system design, coding errors, software/system designs that leave a large and complex attack surface that cannot be defended, and weaknesses that can only be exploited during system/software execution.

Design and Build in Security is based on the Phase 3 DBS requirements that extend the focus of Phase 1 Software Asset Management and Vulnerability Management to achieve a level of confidence that software is free from vulnerabilities, either intentionally designed into the software or accidentally inserted at any time during its life cycle and that the software functions in the intended manner.

The U.S. government and critical infrastructure sectors are increasingly dependent on commercial products and systems, which present significant benefits including low cost, interoperability, rapid innovation, a variety of product features, and choice among competing vendors. However, with some of these benefits there is an increase in the risk of a threat event which can directly or indirectly affect the supply chain, which often go undetected, and may result in risks to the acquirer. The purpose of Supply Chain Risk Management (SCRM) is to enable the provisioning of the least vulnerable solutions to agencies, through a robust assessment of supply chain risks, communication about those risks to the agencies, and appropriate response and monitoring of those risks throughout the entire system lifespan.

This CDM capability covers verification and validation of processes/procedures to prevent and detect software vulnerabilities, to determine the provenance of system components, and to measure software assurance for built and acquired software components.

To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover to security infractions due to malicious behavior and unintentional user actions during normal operations.

(5) Emerging Tools and Technologies

Focus: Innovative capabilities to cybersecurity not currently encompassed by the other capability areas.

2. STANDARDS COMPLIANCE

Vendor's providing offerings through the CDM Tools SIN must provide compliant products and services in accordance with the laws and standards cited applicable to specific orders and Blanket Purchase Agreements.

3. ORDER

- a. 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.
- b. All delivery or task orders are subject to the terms and conditions of the contract. In the event of conflict between an order and the contract, the contract will take precedence.

4. 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 product that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming item at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

5. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)/COMMERCIAL SUPPLIER AGREEMENTS (CSAs)

The Contractor shall provide all Commercial Supplier Agreements (CSAs) to include End User License Agreements (EULAs) or Terms of Service (ToS) in an editable Microsoft Office (Word) format.

6. 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.

****Contractor is to insert commercial guarantee/warranty clauses that are included in the EULA/CSA.****

- 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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).
- 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:

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. TRANSPORTATION OF EQUIPMENT

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

9. TECHNICAL SERVICES

- a. The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of any software provided. The technical support number is available from _____ to _____.

****Provide telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central time, Mountain time or Pacific time.****

- b. When the equipment or hardware 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:

****NOTE: Contractors are to indicate in the pricelist whether the equipment is self-installable.** Contractors should provide commercial practices for installation/deinstallation/reinstallation for review and possible inclusion in the contract.**

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

10. PERFORMANCE OF SERVICES ASSOCIATED WITH PRODUCTS

- 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 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 of each order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of the CDM Tools SIN for a specific requirement at the order level 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. All travel will be agreed upon with the client prior to the Contractor's travel.

11. RESPONSIBILITIES OF THE CONTRACTOR

- a. 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 an order is software, FAR 52.227-14 Rights in Data is in the schedule contract.

- b. The Contractor shall comply with contract clause (FAR 52.204-21) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

12. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

13. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices. FAR 52.212-4 in the contract contains terms for commercial items. 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.

14. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. When a contractor commercially offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days.
- b. When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. When conversion from term licenses to perpetual licenses is offered the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to % of all term license payments during the period that the software was under a term license within the ordering activity.

15. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

****Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.****

- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

16. SOFTWARE CONVERSIONS

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, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

17. 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.

18. RIGHT-TO-COPY PRICING

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

19. DESCRIPTION OF PRODUCTS AND SERVICES AND PRICING

The Contractor shall provide a description of offerings under CDM Tools SIN in the same manner as the Contractor sells to its commercial and ordering activity customers. The contractor shall provide pricing and a description with part numbers for products and the associated services that have been approved as part of the Product Qualification Requirements of the SIN. Any applicable delivery and licensing terms should be included.

20. TOTAL SOLUTION

- a. Labor categories/qualifications are not included in this SIN, however, ordering activities may acquire a total solution to meet a specific requirement for an order or BPA involving multiple IT Schedule 70 SINs. Contractors report the sales to GSA under the SINs the items are sold. For example, an agency may post an RFQ requesting a total solution anticipating offerings from multiple SINs, such as IT Professional Services 132-51 or Highly Adaptive Cybersecurity Services (HACS) 132-45A-D along with CDM Tools 132-44 for products and product associated services.

****NOTE TO CONTRACTORS:** The information provided below contains reporting requirements for Contractors on the CDM Tools SIN. This language should NOT be printed as part of the Information Technology Schedule Pricelist but are the reporting requirements of the SIN.

21. CDM TOOLS SIN CONTRACT LEVEL PROGRAM REPORTING REQUIREMENT

Contractors are required to provide quarterly reports on orders received to include ordering agency, quantity, product description, manufacturer part number, SIN and Subcategory, and price.

The quarterly report is due within 15 days after the end of each quarter. Reports shall be submitted to schedule70cdmsin@gsa.gov.

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

1. SCOPE

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

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

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

5. FOLLOW-UP SUPPORT

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

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

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

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None.

**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 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 contract.

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/IAM 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/IAMPROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM 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/IAM 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, structure and management practices.

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

Minimum Education: Bachelor's Degree in Computer Science

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

ELECTRONIC COMMERCE & SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a) The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b) The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "*Standards for Security Categorization of Federal Information and Information Systems*") (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c) The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic 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.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

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.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic services.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system.

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

- (a) Describe the electronic service plan and eligibility requirements.

(b) Describe charges, if any, for additional usage guidelines.

(c) Describe corporate volume discounts and eligibility requirements, if any.

ADDITIONAL APPROVED GSA VENDOR TERMS AND CONDITIONS CAN BE FOUND ON DLT SOLUTIONS WEBSITE:

<http://www.dlt.com/contracts/gsa-approved-vendor-terms-conditions>