



**Authorized Federal Supply Service
Information Technology Schedule Pricelist**

GSA Schedule 70, Contract Number: 47QTCA18D0044

**General Purpose Commercial Information Technology
Equipment, Software and Services - FSC Group 70**

December 2017

- Special Item No. 132-32** Term Software License
- Special Item No. 132-33** Perpetual Software License
- Special Item No. 132-40** Cloud Computing Services
- Special Item No. 132-52** Electronic Commerce and Subscription Services
- Special Item No. 132-56** Health Information Technology Services

SIN 132-32 – TERM SOFTWARE LICENSE

- FPDS Code 7030 Application Software
- FPDS Code 7030 Electronic Commerce (EC) Software
- FPDS Code J070 Maintenance of Software

SIN 132-33 –PERPETUAL SOFTWARE LICENSE

- FPDS Code 7030 Application Software
- FPDS Code 7030 Electronic Commerce (EC) Software
- FPDS Code J070 Maintenance of Software

SIN 132-40 – CLOUD COMPUTING SERVICES

- FPDS Code D305 IT and Telecom-Teleprocessing, Timeshare, and Cloud Computing

SIN 132–52 – ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified

SIN 132–56 – HEALTH INFORMATION TECHNOLOGY SERVICES

FPDS Code D302 Systems Development Services
FPDS Code D306 Systems Analysis Services
FPDS Code D307 Automated Information Systems Services
FPDS Code D308 Programming Services
FPDS Code D311 Data Conversion Services
FPDS Code D317 Creation/Retrieval of IT Related Data Services; Creation/Retrieval of Other
Information Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

Software Finesse, L.L.C.
31224 Mulfordton St., Ste 200
Farmington Hills, MI 48334
(248) 737-8990
sales@softwarefinesse.com
www.softwarefinesse.com

Contract Number: **47QTCA18D0044**

Period Covered by Contract: **December 18, 2017 through December 17, 2022**

Pricelist current

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Information for Ordering Agencies

Special Notice to Agencies:

Small Business Participation

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

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

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

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

1. Geographic Scope of Contract

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

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

Offerors are requested to check one of the following boxes:

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

2. Contractor's Ordering Address and Payment Information

Software Finesse, L.L.C.
31224 Mulfordton St., Ste 200
Farmington Hills, MI 48334
(248) 737-8990
www.softwarefinesse.com

Remittance

Software Finesse, L.L.C.

Attn. Ivan Avramov
31224 Mulfordton St., Ste 200
Farmington Hills, MI 48334
248 737-8990
ivan@softwarefinesse.com

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

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

Technical/Ordering Assistance

Ivan Avramov
Managing Member
Telephone: (248) 737-8990
e-Mail: ivan@softwarefinesse.com

3. Liability for Injury or Damage

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

4. Statistical Data for Government Ordering Office Completion of Standard Form 279

Block 9: G. Order/Modification Under Federal Schedule
Block 16: DUNs # **015449689**
Block 30: Type of Contractor – **B. Other Small Business**
Block 31: Woman-Owned Small Business – **No**
Block 36: TIN# **38-3342369**

4a. CAGE Code: (7PT99)

4b. Software Finesse, L.L.C. has registered with the Central Contractor Registration (CCR) database.

5. FOB Destination

6. Delivery Schedule

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

| Special Item Number | Delivery Time (Days ARO) |
|--|--|
| 132-32, 132-33, 132-40, 132-52, 132-56 | 30 days after receipt of order, or as agreed with the ordering authority |

- b. URGENT REQUIREMENTS: 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 orders placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts

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

- a. Prompt Payment: None.
- b. Quantity:
 - SIN 132-32 and SIN 132-40 10% > \$15,000
 - SIN 132-33 10% > \$15,000; 15% > \$30,000; 30% > \$50,000
- c. Dollar Volume: None.
- d. Government Educational Institutions: None.
- e. Credit Card: None.
- f. Other: None.

8. Trade Agreements Act of 1979, as Amended

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

9. Statement Concerning Availability of Export Packing

Not applicable.

10. Small Requirements

The guaranteed minimum dollar value of orders to be issued is \$100

11. Maximum Order

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

- 1. The Maximum Order Threshold per order for the following Special Item Number (SIN) is \$500,000:

| | |
|-------------------------|---|
| Special Item No. 132–32 | Term Software License |
| Special Item No. 132–33 | Perpetual Software License |
| Special Item No. 132–40 | Cloud Computing Services |
| Special Item No. 132–52 | Electronic Commerce and Subscription Services |
| Special Item No. 132–56 | Health Information Technology Services |

12. Use of Federal Supply Service Information Technology Schedule Contracts, In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132–51 IT Professional Services and 132–52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices or items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government’s needs.

- a. **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency’s needs. In selecting the supply or service representing the best value, the ordering office may consider-
 1. Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 2. Trade-in considerations;
 3. Probable life of the item selected as compared with that of a comparable term;
 4. Warranty considerations;
 5. Maintenance availability;
 6. Past performance; and
 7. Environmental and energy efficiency considerations.
- c. **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in

paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall-

1. Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
2. Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
3. After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

1. Offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216–19 Order Limitations);
 2. Offer the lowest price available under the contract; or
 3. Decline the order (orders must be returned in accordance with FAR 52.216–19).
- d. **Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- f. **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product particular to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

13. Federal Information Technology/Telecommunication Standards Requirements

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

13.1 Federal Information Processing Standards Publications (FIPS PUBS)

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

13.2 Federal Telecommunication Standards (FED-STDS)

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such

certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. Contract Administration for Ordering Offices

Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (1) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. Contractor Commitments, Warranties and Representations

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 1. Time of delivery/installation quotations for individual orders;
 2. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
 3. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. Overseas Activities

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

Not Applicable

20. Blanket Purchase Agreements (BPAs).

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR8.405-3 when creating and implementing BPA(s).

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation

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

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

23. Section 508 Compliance

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

www.section508.gov

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. SOFTWARE INTEROPERABILITY

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

27. ADVANCE PAYMENTS

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

TERMS AND CONDITIONS APPLICABLE TO 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)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

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. 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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 248 737-8990 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 A.M. E.T. to 6:00 P.M. E.T. Monday through Friday.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

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

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 I32-34, 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.

| SIN(s) | MFR NAME | MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | Unit Of Issue | GSA PRICE | WARR ANTY | COO |
|--------|------------------|-------------|--|---|---------------|------------|-----------|-----|
| 132 32 | Software Finesse | 10001 | SFFlexSuite® Web Medical Coding | Monthly service per provider | month | \$84.33 | 60 days | USA |
| 132 32 | Software Finesse | 10002 | SFBusiness Circle P2P Transaction Services | Secured, encrypted P2P file transfer and chat system. Per month for 100 transactions, \$0.50 per transaction after that | month | \$117.12 | 60 days | USA |
| 132 32 | Software Finesse | 10003 | SFBusiness Circle Off-site Backup | Secured, encrypted of-site backup of digital files, per month + Storage | month | \$70.27 | 60 days | USA |
| 132 32 | Software Finesse | 10004 | Storage | Up to 10GB per month | month | \$14.05 | 60 days | USA |
| 132 32 | Software Finesse | 10005 | Storage | 11GB to 25GB per month | month | \$23.42 | 60 days | USA |
| 132 32 | Software Finesse | 10006 | Storage | 26GB to 50GB per month | month | \$42.16 | 60 days | USA |
| 132 32 | Software Finesse | 10007 | Storage | Over 50GB per month Additional \$1/GB | month | \$0.94 | 60 days | USA |
| 132 33 | Software Finesse | 10008 | SFFlexSuite® sirV | Customizable, Document/Imaging Viewing App per user (concurrent or per CPU) | Lic. | \$327.94 | 60 days | USA |
| 132 33 | Software Finesse | 10009 | SFFlexSuite® SirV | Customizable, Scanning and Document/Imaging Viewing App per CPU | Lic. | \$890.13 | 60 days | USA |
| 132 33 | Software Finesse | 10010 | SFFlexSuite® siRV | Customizable, Retrieval and Document/Image Viewing App per user (concurrent or per CPU) | Lic. | \$1,171.22 | 60 days | USA |
| 132 33 | Software Finesse | 10011 | SFFlexSuite® sIRV | Customizable, Index, Retrieval and Document/Image Viewing App per user (concurrent or per CPU) | Lic. | \$4,216.39 | 60 days | USA |
| 132 33 | Software Finesse | 10012 | SFFlexSuite® SIRV | Customizable, Scan, Index, Retrieval and Document/Image Viewing | Lic. | \$4,591.18 | 60 days | USA |

| | | | | App per CPU | | | | |
|--------|------------------|-------|--|---|---------|------------------------------------|---------|-----|
| 132 33 | Software Finesse | 10013 | SFFlexSuite® County Land and Vital Records | Customizable, Package of 2 Office and 3 Public Licenses | Package | \$14,054.63 | 60 days | USA |
| 132 33 | Software Finesse | 10014 | SFFlexSuite® County Land and Vital Records | Customizable, Stand Alone Office License | Lic. | \$5,153.36 | 60 days | USA |
| 132 33 | Software Finesse | 10015 | SFFlexSuite® County Land and Vital Records | Customizable, Stand Alone Public License | Lic. | \$1,405.46 | 60 days | USA |
| 132 33 | Software Finesse | 10016 | Any SFFlexSuite® Product or Application | Annual software maintenance as a product | year | 23.25% of license price + .75% IFF | 60 days | USA |

**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 apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts 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 on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 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 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 SIN

| 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 | <p>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.</p> <p>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.</p> <p>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.</p> |

2. DESCRIPTION OF CLOUD COMPUTING SERVICES 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 SIN. 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:

- 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.
- 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 satisfies each individual essential NIST Characteristic | 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 Essential Characteristics' below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics. |
| 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 Deployment Model' below in this document for detailed direction on how to best categorize a service for the NIST deployment models. |
| 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 models. |

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 solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

e. Performance of Cloud Computing Services

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 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

i. 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.

ii. 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.

iii. 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.

iv. 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

v. 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.

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 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:

- 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.
- 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.

I. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

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 under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145.

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 services for listing under this SIN are encouraged to select a subcategory for each service proposed under this SIN with respect to a single principal NIST cloud service model that most aptly characterizes the service. Service model categorization is optional.

Both service and deployment model 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: |
|------------------------|---|
| On-demand self-service | <p>Software Finesse attests that the Cloud Service that we provide using our Application Platform SFFlexSuite® is a complete self-service on demand solution. It offers computing capabilities such as server time for accessing, retrieving and modifying data and images as well as storage for uploading documents to the respective application records, all on demand and without any human interaction.</p> <ul style="list-style-type: none"> • Ordering activities can directly provision services without requiring Contractor intervention. • This characteristic is implemented via a programming interface for provisioning. |
| Broad Network Access | <p>Software Finesse attests that SFFlexSuite® is available over the network and accessible through thick or thin (browsers on phones, laptops, tablets, workstations etc.) clients.</p> <ul style="list-style-type: none"> • Access by ordering activities is available over standard network. • Service is accessed and consumed using standard devices such as browsers, tablets and mobile phones. |
| Resource Pooling | <p>The SFFlexSuite® cloud solution pulls dynamically from different physical and virtual resources (storage, memory etc.) to serve a number of consumers' requests, with a sense of location independency.</p> <ul style="list-style-type: none"> • Pooling distinguishes cloud services from offsite hosting. SFFlexSuite® cloud solution has access to a pool of resources, which are dynamically pooled and allocated as requested by the ordering activity. • Ordering Activities draw resources from a common pool maintained by SFFlexSuite® • Resources may have general characteristics such as regional location but are allocated automatically as requested |
| Rapid Elasticity | <p>SFFlexSuite® allows for elasticity provisioning. It could be scaled up and down on demand. To consumers the available solution capabilities appear to be unlimited and available at any time and quantity.</p> <ul style="list-style-type: none"> • Rapid elasticity is a specific demand-driven case of self-service • Procurement guidance for on-demand self-service applies to rapid elasticity as well, i.e. rapid elasticity is technically available but ordering activities and Software Finesse may mutually negotiate other contractual arrangements for procurement and payment. |

- ‘Rapid’ is understood as measured in minutes and hours, not days or weeks.
- Elastic capabilities by manual request via a console operation or programming interface call, are available.

Measured Service SFFlexSuite® cloud solution allows for measured services, but automatically controlling resources such as storage, as well as user accounts. The measured resources could be monitored, controlled and reported for consumers’ and internal purposes. The cloud services are provided in units of time consumption (monthly, hourly) and per transaction.

Inheriting Essential Characteristics

Cloud services 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. Services 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 ServiceModel

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 services 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 Service.** 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 3 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 3: Guidance on Mapping to NIST Service Models

| Service Model: | Guidance: |
|----------------|---|
| Software as a | SFFlexSuite® is a SaaS solution, allowing consumers access to variety of products and |

Service (SaaS) applications (document imaging, inventory, product lifecycle management etc.) The applications are available from thick and thin clients (Browser based) on multiple devices. In general the consumer does not manage, configure or control the network servers, Operating System, Storage etc. There are some exceptions related to application and user configurations and settings.

- SFFlexSuite® SaaS services could be consumed by business or subject-matter staff who would interact directly with the applications
- The principal customer interaction with SFFlexSuite® SaaS service is actual operation and consumption of the application services the solution provides.

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 4: Guidance for Selecting a Deployment Model

| Deployment Model: | Guidance: |
|--|---|
| Private, Community, Public and Hybrid Cloud Models | <p>SFFlexSuite® is an application platform with a great level of flexibility on many levels.</p> <ul style="list-style-type: none"> • It could be easily configured to function as Private Cloud, serving exclusively a specific organization or a business unit. As such it could be owned, managed and operated by the organization, by Software Finesse or third party, or any combination of the above. • The solution also supports a Community Cloud model where it provides an exclusive use by a community of consumers with shared concerns. It allows it to operate and manage it by one or more of the organizations, by Software Finesse or a third party. • As a Public Cloud, SFFlexSuite® can be accessible to the general public and operated and managed by government, academic or any other organizations. • The solution has the capabilities to be set up as a combination of the above mentioned models, Hybrid Cloud, with still preserving privacy of entities and having the ability for application portability and load balancing. |

| SIN(s) | MFR NAME | MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | GSA PRICE | WARRANTY | COO |
|--------|------------------|-------------|---------------------------------------|--|---------------------------------|----------|-----|
| 132 40 | Software Finesse | 10017 | Web Hosting | Per month | \$11.24 | 60 days | USA |
| 132 40 | Software Finesse | 10018 | SFFlexSuite® Web Medical Coding | Per provider, monthly service | \$84.33 | 60 days | USA |
| 132 40 | Software Finesse | 10019 | SFFlexSuite® Web County Public Access | Index only access, per month + storage | \$84.33 | 60 days | USA |
| 132 40 | Software Finesse | 10020 | SFFlexSuite® Web County Public Access | Index and images access, per month + storage (Transactional Fee) | 32.55% of fee + .75% IFF | 60 days | USA |
| 132 40 | Software Finesse | 10021 | SFFlexSuite® Web County Public Access | Index and images access, plus batch download, per month + storage (Transactional Fee) | \$37 + 32.55% of fee + .75% IFF | 60 days | USA |
| 132 40 | Software Finesse | 10022 | SFFlexSuite® Web Workflow | Indexes/Database only (up to 10 updates per month) \$75 per application/month + \$10 per update/day + Storage | \$70.27 | 60 days | USA |
| 132 40 | Software Finesse | 10023 | SFFlexSuite® Web Workflow | Indexes/Database and Images (up to 10 updates per month) \$125 per application/month + \$2 per update /day + Storage | \$117.12 | 60 days | USA |

TERMS AND CONDITIONS APPLICABLE TO

ELECTRONIC COMMERCE AND 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:

See Software Finesse Price Proposal Template for Warranty Information

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 service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

14. MONTHLY REPORTS

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

15. 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.

| SIN(s) | MFR NAME | MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | GSA PRICE | WARRANTY | COO |
|--------|------------------|-------------|-----------------------------|--|-----------|----------|-----|
| 132 52 | Software Finesse | 10024 | SFFlexSuite® Web e-Commerce | e-Commerce and Credit Card subscription, Per time period and transaction | 1.86% | 60 days | USA |

**TERMS AND CONDITIONS APPLICABLE TO HEALTH INFORMATION TECHNOLOGY (IT) SERVICES
(SPECIAL ITEM NUMBER 132-56)**

Vendor suitability for offering services through the new Health IT SIN must be in accordance with the following laws and standards when applicable to the specific task orders, including but not limited to:

- Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH)
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) and Special Publications
- Federal Information Security Management Act (FISMA) of 2002

1. SCOPE

a. The labor categories, prices, terms and conditions stated under Special Item Number 132-56 Health Information Technology Services apply exclusively to Health IT Services within the scope of this Information Technology Schedule.

b. This SIN is limited to Health IT Services only. Software and hardware products are out of scope. Hardware and software can be acquired through different Special Item Numbers on IT Schedule 70 (e.g. 132-32, 132-33, 132-8).

c. This SIN provides ordering activities with access to Health IT services.

d. Health IT Services provided under this SIN shall comply with all Healthcare certifications and industry standards as applicable at the task order level.

e. 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. ORDER

a. 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 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.

3. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.

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 Health IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. All travel will be agreed upon with the client prior to the Contractor's travel.

4. 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.

5. 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.

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

7. INDEPENDENT CONTRACTOR

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

8. 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.

9. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for Health 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.

10. RESUMES

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

11. INCIDENTAL SUPPORT COSTS

Incidental support costs are not considered part of 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.

12. 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.

13. DESCRIPTION OF HEALTH IT SERVICES AND PRICING

a. The Contractor shall provide a description of each type of Health IT Service offered under Special Item Numbers 132-56 Health IT Services and it should be presented in the same manner as 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 Health IT 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.

| SIN(s) PROPOSED | SERVICE PROPOSED (e.g. Job Title/Task) | MINIMUM EDUCATION/ CERTIFICATION LEVEL | MINIMUM YEARS OF EXPERIENCE | UNIT OF ISSUE | GSA PRICE |
|-----------------|--|--|-----------------------------|---------------|-----------|
| 132 56 | <i>Medical Chart Scanner and Indexer</i> | <i>2 years of college</i> | 1 | hour | \$31.7 |
| 132 56 | <i>Medical, HL7 records exchange developer</i> | <i>BS of Computer Science or Engineering</i> | 3 | hour | \$71.6 |
| 132 56 | <i>Medical Workflow Automation Specialist</i> | <i>BS of Computer Science and MBA</i> | 4 | hour | \$104.3 |

Commercial Job Title: Medical Workflow Automation Specialist

Minimum Experience: Four (4) years

Functional Responsibilities: Medical Workflow Automation Specialist is responsible for full analysis of Health Care organizations and medical Facilities' daily workflow processes (Medical Coding, Billing, Medical Chart Management etc.) S/he identifies inefficiency and recommends elimination of non-value added processes in order to improve overall productivity and efficiency strictly related to the Healthcare Industry. Additionally, the Medical Workflow Automation Specialist is responsible for architecture design of new or customized software solutions or the integration of existing software applications. S/he communicates with clients and provides major input to the development team in regards to proper design and implementation of all elements of the workflow. Medical Workflow Automation Specialist is in close contact with the project manager and coordinates and communicates all updates and milestones with the client.

Minimum Education: BS of Computer Science and MBA

Commercial Job Title: Medical, HL7 Records Exchange Developer

Minimum Experience: Three (3) years

Functional Responsibilities: Assists in the design, development, modification, debugging, and implementation of software for health, medical and clinical organizations. Specifically involved in HL7 protocol implementation for data exchange and integration with other healthcare systems. Researches, tests, builds, and coordinates the conversion and/or integration of new products based on client requirements. Addresses problems of systems integration and compatibility. Consults with project teams and end users to identify application requirements. Assists in the evaluation and recommendation of application software packages, application integration and testing tools. Resolves problems with software and responds to suggestions for improvements and enhancements.

Minimum Education: BS of Computer Science or Engineering

Commercial Job Title: Medical Chart Scanner and Indexer

Minimum Experience: One (1) year

Functional Responsibilities: Medical Chart Scanner and Indexer is responsible for onsite or offsite management of Medical Charts for Healthcare Facilities in digital format. S/he identifies problematic charts with missing or incorrect demographic or billing information. Provides chart digitization and indexing in accordance with the established organizational rules and requirements. S/he is responsible for coordinating and processing of documents (Active Charts, Archived Charts, EOBs etc.) from variety of sources (Hospitals, ER and other), ensuring the correct import and migration in existing EMR or Document Imaging systems and exporting them to other (Billing etc.) systems. Utilizes a number of peripheral equipment devices (paper, microfilm etc. scanning devices) to ensure consistency of the electronic and digital charts and other documents.

Minimum Education: 2 year college degree

