On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

SCHEDULE NUMBER: 70
SCHEDULE TITLE: GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES
FEDERAL INDUSTRIAL GROUP: 70
CONTRACT NUMBER: 47QTCA18D0065
CONTRACT PERIOD: JANUARY 29, 2018 – JANUARY 28, 2023
CONTRACTOR: CLOUD CREATIONS, INC.
130 COOK AVENUE, SUITE 101
PASADENA, CA 91107
Point of Contact: Justin Davis, CEO
e-mail: info@cloudcreations.com
Tel: 800-951-7651
Web: www.cloudcreations.com

Business Size: Small

About the Company: Cloud Creations is a technology consulting firm with a focus on providing Salesforce strategy, implementation and support services. Since its origination in early 2015, Cloud Creations has offered a variety of support services including strategy sessions, data migration, custom development, integration, customer service management, training and documentation, and app development.

Cloud Creations understands the intricacies of the public sector and the RFP process. This expertise enables the company to provide solutions that help government agencies improve responsiveness, effectiveness, and efficiency.

Cloud Creations has set up numerous government agencies with economic development solutions in Salesforce. The foundation of this solution is based on the Salesforce Sales Cloud, using different opportunity types to manage various initiatives. Salesforce is set up to track and manage relationships both internal and external to an organization or agency.
## TABLE OF CONTENTS

### CUSTOMER INFORMATION

1a. Table of Awarded Special Item Number(s) ....................................................................................... 3
1b. Lowest Price Model/Unit Number ........................................................................................................ 3
1c. Contractor Labor Categories and Rates ................................................................................................. 3
2. Maximum Order ..................................................................................................................................... 3
3. Minimum Order ..................................................................................................................................... 3
4. Geographic coverage (delivery area) ...................................................................................................... 3
5. Point(s) of production ............................................................................................................................... 3
6. Discount from list prices or statement of net price .................................................................................. 3
7. Quantity Discounts ................................................................................................................................. 3
8. Prompt Payment Terms ............................................................................................................................ 3
9a. Statements on Government purchase cards below thresholds .............................................................. 2
9b. Statements on Government purchase cards above thresholds .............................................................. 3
10. Foreign Items ....................................................................................................................................... 3
11a. Time of Delivery .................................................................................................................................. 3
11b. Expedited Delivery ............................................................................................................................... 3
11c. Overnight and 2-day delivery ............................................................................................................... 3
11d. Urgent Requirements ............................................................................................................................ 3
12. F.O.B. Point(s) ..................................................................................................................................... 3
13a. Ordering Address(es) ............................................................................................................................ 3
13b. Ordering Procedures ............................................................................................................................. 3
14. Payment Address(es) ............................................................................................................................. 3
15. Warranty provision ................................................................................................................................ 3
16. Export packing charges .......................................................................................................................... 3
17. Terms and conditions of Government purchase card acceptance ......................................................... 3
18. Terms and conditions of rental, maintenance, and repair ..................................................................... 4
19. Terms and conditions of installation ...................................................................................................... 4
20. Terms and Conditions of repair parts ..................................................................................................... 4
20a. Terms and conditions of any other services ......................................................................................... 4
21. List of service and distribution points ................................................................................................... 4
22. List of participating dealers ...................................................................................................................... 4
23. Preventive maintenance .......................................................................................................................... 4
24a. Special attributes such as environmental attributes .............................................................................. 4
24b. Section 508 compliance .......................................................................................................................... 4
25. Data Universal Number System (DUNS) number .................................................................................. 4
26. Notification regarding registration in System for Award Management (SAM) database ...................... 4
CUSTOMER INFORMATION

1a Awarded SIN(s): 132-51 IT Professional Services

1b Lowest Priced Item: N/A

1c Hourly Rates & Labor Category Descriptions: See below

2 Maximum Order: $500,000

3 Minimum Order: $100

4 Geographic Coverage: 50 States, Washington, DC and U.S. Territories

5 Point of Production: N/A

6 Discount: Prices shown are net of discount.

7 Quantity Discounts: Additional 1% for orders exceeding $150,000

8 Prompt Payment Terms: Net 30 Days

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a Government Purchase Cards

Government Purchase Cards are accepted at or below the micro-purchase threshold.

9b Contract will accept the Government Commercial Credit Card above the micro-purchase threshold.

10 Foreign Items: N/A

11 Time of Delivery:

a. Normal: As Agreed Upon with Ordering Activity

b. Expedited: Contact Contractor for Availability

c. Overnight & 2-day delivery: Contact Contractor for Availability

d. Urgent Requirements: Contact Contractor for Availability

12 FOB Point(s): Destination for 50 States, Washington, DC and U.S. Territories

13a Ordering Address: Same as Contractor address

13b Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s), are found in Federal Acquisition Regulation (FAR) 8.405-3.

14 Payment Address: Same as Contractor address

15 Warranty Provision: SCW

16 Export packing charges, if applicable: N/A

17 Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): N/A
<table>
<thead>
<tr>
<th></th>
<th>Terms and conditions of rental, maintenance, and repair (if applicable):</th>
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</tr>
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<tbody>
<tr>
<td>19</td>
<td>Terms and conditions of installation (if applicable):</td>
<td>N/A</td>
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<td>20</td>
<td>Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):</td>
<td>N/A</td>
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<tr>
<td>20a</td>
<td>Terms and conditions for any other services (if applicable):</td>
<td>N/A</td>
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<tr>
<td>21</td>
<td>List of service and distribution points (if applicable):</td>
<td>N/A</td>
</tr>
<tr>
<td>22</td>
<td>List of participating dealers (if applicable):</td>
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</tr>
<tr>
<td>23</td>
<td>Preventive maintenance (if applicable):</td>
<td>N/A</td>
</tr>
<tr>
<td>24a</td>
<td>Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):</td>
<td>N/A</td>
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<tr>
<td>24b</td>
<td>Section 508 Compliance for EIT:</td>
<td>N/A</td>
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<tr>
<td>25</td>
<td>DUNS Number:</td>
<td>079824522</td>
</tr>
<tr>
<td>26</td>
<td>Notification regarding registration in CCR database:</td>
<td>Contractor has an Active Registration in the SAM database. (Cage: 7QJ04)</td>
</tr>
</tbody>
</table>
1. **SCOPE**
   a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

4. **PERFORMANCE OF SERVICES**
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

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

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

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

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

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

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

6. **INSPECTION OF SERVICES**


7. **RESPONSIBILITIES OF THE CONTRACTOR**

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

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

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

13. **RESUMES**

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

14. **INCIDENTAL SUPPORT COSTS**

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

15. **APPROVAL OF SUBCONTRACTS**

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

16. **DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

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

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

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

**EXAMPLE:** Commercial Job Title: System Engineer

- Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.
- Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.
- Minimum Education: Bachelor’s Degree in Computer Science
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$125.94</td>
</tr>
<tr>
<td>Business Analyst</td>
<td>$125.94</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$125.94</td>
</tr>
</tbody>
</table>

LABOR CATEGORY DESCRIPTIONS

**Project Manager**

**Minimum/General Experience:** Three years project management experience.

**Functional Responsibility:** Duties include but are not limited to overall management of tasks, software development, installation, training, transition, maintenance, security, and acceptance. Provides supervisory technical and administrative direction for personnel performing tasks, including review of work products for correctness, adherence to the design concept and adherence to Government regulations and standards.

**Minimum Education:** A Bachelor’s degree in Business, Engineering, Computer Science or an Applied Science.

**Programmer**

**Minimum/General Experience:** Five years of software development experience.

**Functional Responsibility:** Independently develops and maintains software applications. Works on complex analytical and programming tasks, requiring knowledge of programming languages and data communications and general knowledge of business operations. Programming development duties with specified languages for analysis, design, implementation, quality assurance and support.

**Minimum Education:** A Bachelor’s degree in Engineering, Computer Science or an Applied Science.

**Business Analyst**

**Minimum/General Experience:** Five years (with at least 1 years of experience in coding, analysis and design).

**Functional Responsibility:** This individual works in a team environment or alone and provides support in translating business requirements into technical solutions; is a liaison between the technical and business professionals; supports design and test of applications developed to meet business requirements; uses strategies for maintenance, uses library management tools and programming languages. Individuals in this role design, develop and support application solutions to meet client requirements. They may design, develop and/or re-engineer application components, and integrate software packages, programs and reusable objects residing on multiple platforms. Individuals in this role also develop program specifications, perform testing, translate business requirements, use application development methodologies & tools, use strategies for maintenance, use library management tools and programming languages.
Minimum Education: Bachelor’s degree in Engineering, Computer Science or an Applied Science, Telecom or equivalent technical experience is desired.