Online 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 for GSA Advantage!® is: http://www.gsaadvantage.gov

SCHEDULE NUMBER: MAS

SCHEDULE TITLE: Multiple Award Schedule

LARGE CATEGORY: Information Technology

CONTRACT NUMBER: 47QTCA19D00CX

CONTRACT PERIOD: June 4th, 2019 to June 3rd 2024

REFRESH #11

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

CONTRACTOR:

New Tech Solutions Inc
4179 Business Center Drive,
Fremont, CA 94538
Phone: (510)-353-4070
Fax: (510)-353-4076
Email: rajesh@ntsca.com

CONTRACTOR’S ADMINISTRATION SOURCE:

4179 Business Center Drive,
Fremont, CA 94538
Phone: (510)-353-4070 x 307
Fax: (510)-353-4076
Email: rajesh@ntsca.com

BUSINESS SIZE: Small Business
CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>Purchase of Equipment</td>
</tr>
<tr>
<td>811212</td>
<td>Maintenance, Repair Service and Repair Parts/Spare Parts</td>
</tr>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>541151</td>
<td>Software Maintenance Services</td>
</tr>
<tr>
<td>518210C</td>
<td>Cloud Computing Services</td>
</tr>
<tr>
<td>54151S</td>
<td>Information Technology Professional Services</td>
</tr>
</tbody>
</table>

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

<table>
<thead>
<tr>
<th>GSA SIN</th>
<th>Manufacturer</th>
<th>NTS Part #</th>
<th>MFG Part #</th>
<th>Price Per Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>B+B SMARTWORX</td>
<td>CON-WR2</td>
<td>CON-WR2</td>
<td>$0.75</td>
</tr>
<tr>
<td>511210</td>
<td>IPSWITCH, INC.</td>
<td>10439504</td>
<td>ZH-6400-0011</td>
<td>$3.55</td>
</tr>
<tr>
<td>541151</td>
<td>IPSWITCH, INC.</td>
<td>10962658</td>
<td>WS-7070-1240</td>
<td>$2.85</td>
</tr>
<tr>
<td>811212</td>
<td>APC</td>
<td>BU6929</td>
<td>WUPGBPMV7X24-UP-01</td>
<td>$4.66</td>
</tr>
<tr>
<td>54151S</td>
<td>NTS</td>
<td>APPLICATION DEVELOPER</td>
<td>APPLICATION DEVELOPER</td>
<td>$73.71</td>
</tr>
<tr>
<td>518210C</td>
<td>NTS</td>
<td>Cloud Subject Matter Expert</td>
<td>Cloud Subject Matter Expert</td>
<td>$288.83</td>
</tr>
</tbody>
</table>

1c. HOURLY RATES (Services only):

<table>
<thead>
<tr>
<th>GSA SIN</th>
<th>Part #</th>
<th>Labor Category</th>
<th>GSA Rate (W/ IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>APPLICATION DEVELOPER</td>
<td>APPLICATION DEVELOPER</td>
<td>$73.71</td>
</tr>
<tr>
<td>54151S</td>
<td>HELP DESK COORDINATOR</td>
<td>HELP DESK COORDINATOR</td>
<td>$84.12</td>
</tr>
<tr>
<td>54151S</td>
<td>MS ASSOCIATE TECHNICIAN</td>
<td>MS ASSOCIATE TECHNICIAN</td>
<td>$123.77</td>
</tr>
<tr>
<td>54151S</td>
<td>MS TECHNICIAN</td>
<td>MS TECHNICIAN</td>
<td>$155.01</td>
</tr>
<tr>
<td>54151S</td>
<td>MS TECHNICIAN I</td>
<td>MS TECHNICIAN I</td>
<td>$186.26</td>
</tr>
<tr>
<td>54151S</td>
<td>MS TECHNICIAN II</td>
<td>MS TECHNICIAN II</td>
<td>$216.30</td>
</tr>
<tr>
<td>54151S</td>
<td>MS TECHNICIAN III</td>
<td>MS TECHNICIAN III</td>
<td>$247.54</td>
</tr>
<tr>
<td>54151S</td>
<td>MS ASSOCIATE CONSULTANT</td>
<td>MS ASSOCIATE CONSULTANT</td>
<td>$259.56</td>
</tr>
<tr>
<td>54151S</td>
<td>MS TECHNICIAN IV</td>
<td>MS TECHNICIAN IV</td>
<td>$278.79</td>
</tr>
<tr>
<td>54151S</td>
<td>MS CONSULTANT</td>
<td>MS CONSULTANT</td>
<td>$294.41</td>
</tr>
<tr>
<td>54151S</td>
<td>MS TECHNICIAN V</td>
<td>MS TECHNICIAN V</td>
<td>$300.42</td>
</tr>
<tr>
<td>54151S</td>
<td>MS ENGAGEMENT MANAGER</td>
<td>MS ENGAGEMENT MANAGER</td>
<td>$324.45</td>
</tr>
<tr>
<td>SIN</td>
<td>Position</td>
<td>Equivalent Position</td>
<td>Rate</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------------------------------</td>
<td>-------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>54151S</td>
<td>MS PROJECT MANAGER</td>
<td>MS PROJECT MANAGER</td>
<td>$324.45</td>
</tr>
<tr>
<td>54151S</td>
<td>MS SENIOR CONSULTANT</td>
<td>MS SENIOR CONSULTANT</td>
<td>$324.45</td>
</tr>
<tr>
<td>54151S</td>
<td>MS PRACTICE MANAGER</td>
<td>MS PRACTICE MANAGER</td>
<td>$342.47</td>
</tr>
<tr>
<td>54151S</td>
<td>MS PRINCIPAL CONSULTANT</td>
<td>MS PRINCIPAL CONSULTANT</td>
<td>$342.47</td>
</tr>
<tr>
<td>54151S</td>
<td>MS ARCHITECTURAL CONSULTANT</td>
<td>MS ARCHITECTURAL CONSULTANT</td>
<td>$359.30</td>
</tr>
<tr>
<td>54151S</td>
<td>MS GENERAL MANAGER</td>
<td>MS GENERAL MANAGER</td>
<td>$359.30</td>
</tr>
<tr>
<td>518210C</td>
<td>Cloud Subject Matter Expert</td>
<td>Cloud Subject Matter Expert</td>
<td>$288.83</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Equivalency 1: Degree Plus Additional Years of Experience</th>
<th>Equivalency 2: Total Years of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associates</td>
<td>High School Diploma/GED + Specialized Certification</td>
<td>1 year related experience</td>
</tr>
<tr>
<td>Bachelors</td>
<td>Associates + 2 years</td>
<td>3 years related experience</td>
</tr>
<tr>
<td>Masters</td>
<td>Bachelors + 2 years</td>
<td>5 years related experience</td>
</tr>
<tr>
<td>Doctorate</td>
<td>Masters + 2 years</td>
<td>7 years related experience</td>
</tr>
</tbody>
</table>

2. **MAXIMUM ORDER***:

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

a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

   Special Item No. 33411  Purchase of Equipment  
   Special Item No. 811212  Maintenance, Repair Service and Repair Parts/Spare Parts  
   Special Item No. 511210  Software Licenses  
   Special Item No. 541151  Software Maintenance Services  
   Special Item No. 518210C  Cloud Computing Services  
   Special Item No. 54151S  Information Technology Professional Services  

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

Minimum Order: $100.00

4. **GEOGRAPHIC COVERAGE:**

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

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

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

5. **POINT(S) OF PRODUCTION:**

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

6. **DISCOUNT FROM LIST PRICES:**

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

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

7. **QUANTITY DISCOUNT(S): NONE**

8. **PROMPT PAYMENT TERMS:**

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

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

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

The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance: 510-353-4070

10. **FOREIGN ITEMS: NONE**
11a. **TIME OF DELIVERY:**

The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>45 Days or as agreed between Ordering Office and New Tech Solutions</td>
</tr>
<tr>
<td>Inc 811212</td>
<td>To be agreed upon between Ordering Office and New Tech Solutions Inc</td>
</tr>
<tr>
<td>511210</td>
<td>45 Days or as agreed between Ordering Office and New Tech Solutions</td>
</tr>
<tr>
<td>Inc 54151</td>
<td>To be agreed upon between Ordering Office and New Tech Solutions Inc</td>
</tr>
<tr>
<td>54151S</td>
<td>To be agreed upon between Ordering Office and New Tech Solutions Inc</td>
</tr>
<tr>
<td>518210C</td>
<td>At task order level</td>
</tr>
</tbody>
</table>

Overnight and 2-Day delivery terms are available for in-stock items. Terms are $45.00 per order up to 10 pounds. Each pound over 10 is charged at the rate of $2.50 per pound.

11b. **EXPEDITED DELIVERY:**

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

11c. **OVERNIGHT AND 2-DAY DELIVERY:**

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

11d. **URGENT 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 order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. **FOB POINT:** FOB Destination (except PR, AK, HI and OCONUS)

13a. **ORDERING ADDRESS:**

**Contractor's Ordering Address and Payment Information:**

New Tech Solutions Inc
4179 Business Center Drive
Fremont, CA 94538
Phone: (510)-353-4070 X 307
Fax: (510)-353-4076
13b. ORDERING PROCEDURES:

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

14. PAYMENT ADDRESS:

New Tech Solutions Inc
4179 Business Center Drive
Fremont, CA 94538
Phone: (510)-353-4070 X 307
Fax: (510)-353-4076

15. WARRANTY PROVISION:

a. Unless specified otherwise in this contract, the Contractor’s standard commercial warranty as stated in the contract’s commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: N/A

16. EXPORT PACKING CHARGES:

Not Applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:

Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

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

(a) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph
(a) of this clause.

(b) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(c) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”

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

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

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

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

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

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 33411.
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):**

   Not Applicable

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):**

   N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):**

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

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

   Not Applicable

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

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

   [www.ntsca.com](http://www.ntsca.com)

   The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

25. **DUNS NUMBER:** 020149303

26. **Unique Entity Identifier (UEI) number:** XK11LLUL61A7
27. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:

New Tech Solutions is registered in System for Award Management (SAM) in lieu of FAR clause 52.204-7, Central Contractor Registration (CCR). Our information in SAM is current, accurate, and complete.
33411 Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes  
Set Aside: No  
FSC/PSC Code: 7B22  
Maximum Order: $500,000

<table>
<thead>
<tr>
<th>NAICS</th>
<th>Description</th>
<th>Business Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>Electronic Computer Manufacturing</td>
<td>1250 employees</td>
</tr>
<tr>
<td>33412</td>
<td>Computer Storage Device Manufacturing</td>
<td>1250 employees</td>
</tr>
<tr>
<td>334210</td>
<td>Telephone Apparatus Manufacturing</td>
<td>1250 employees</td>
</tr>
</tbody>
</table>

Instructions:

****Best-in-Class (BIC) Designation****  
  a. Specific Instructions for SIN 33411 - Purchasing of New Electronic Equipment  
a) offerors of new equipment are required to provide maintenance service and/or repair service and repair parts, in accordance with normal industry practices, for the type of equipment offered, for the Scope of the Contract (i.e., at minimum, the 48 contiguous states and the District of Columbia).
TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 811212)


NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code: DB02
Maximum Order: $500,000

Instructions:
1. Specific Instructions for SIN 811212 - Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
   a. Hardware maintenance and/or Service Repair is available, and allow for additional information to complete the "fill-in" to the terms and conditions.
      i. Repair Service Order Terms available at www.gsa.gov/mascategoryrequirements
      ii. Maintenance Order Terms available at www.gsa.gov/mascategoryrequirements

a. The terms and conditions for each option type(s) offered shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)

511210 Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code: 7A21
Maximum Order: $500,000

Instructions:
Additional SIN Description: Term Licenses. The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use
these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud Computing and Cloud Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

**Perpetual Licenses** The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

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 is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics.

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

1.) Specific Instructions for SIN 511210 - Software Licenses

a.) 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](http://www.core.gov).

b.) The words “term software” or “perpetual software” shall be the first word in the product title/name for: 1) the price proposal template and 2) the SIP file for GSA Advantage. The word “term software” or “perpetual software” shall be the first word in the product title/name for the GSA Pricelist pricing charts (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). The words “term software” or “perpetual software” shall be in each product title in any response to a customer Request for Quote (RFQ) or Request for Information (RFI).

c.) Contractors are encouraged to offer SIN 54151 Software Maintenance Services in conjunction with SIN 511210 - Software Licenses.

d.) Conversion From Term License To Perpetual License

i.) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

ii.) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

iii.) 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.

iv.) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

e.) Term License Cessation

i.) After a software product has been on a continuous term license for a period of ______
(Fill-in the period of time.) 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. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

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

iii.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

iv.) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

f.) Utilization Limitations for Perpetual Licenses

i.) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

1.) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

2.) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

ii.) Reallocation of Perpetual Software (Option 2 Perpetual License)

1.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

2.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

3.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms,
henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

4.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

5.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

6.) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

7.) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

8.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be ________ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

9.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

g.) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.
54151 Software maintenance services 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 services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code: DA01
Maximum Order: $500,000

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<tr>
<th>NAICS Number</th>
<th>Description</th>
<th>Business Size</th>
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<tr>
<td>541511</td>
<td>Custom Computer Programming Services</td>
<td>$30 Million</td>
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<tr>
<td>541512</td>
<td>Computer Systems Design Services</td>
<td>$30 Million</td>
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Instructions:
Additional SIN Description: Software maintenance services are billed in arrears in accordance with 31 U.S.C. 3324.

1. Specific Instructions for SIN 54151 - Software Maintenance Services
   * All services shall be billed in arrears in accordance with 31 U.S.C. 3324.
518210C Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud computing services. IT professional services that are focused on providing the types of services that support the Government's adoption of migration to, or governance/management of cloud computing. Specific cloud related IT professional labor categories and/or fixed-price professional services solutions (e.g., migration services) that support activities associated with assessing cloud solutions, refactoring workloads for cloud solutions, migrating legacy or other systems to cloud solutions, providing management/governance of cloud solutions, DevOps, developing cloud native applications, or other cloud oriented activities are within scope of this SIN.

NOTE: Subject to Cooperative Purchasing

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**NAICS**

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**Instructions:**

Additional SIN Description: This SIN provides access to cloud (e.g., IaaS, PaaS, SaaS) computing services across public, community, and hybrid deployment models. Cloud computing services shall comply with National Institute of Standards and Technology (NIST) Definition of Cloud Computing Essential Characteristics (NIST SP 800-145). Cloud computing that does not meet all NIST essential characteristics are outside the scope of this SIN and shall be assigned to other SINs, where applicable.

Cloud related IT professional labor categories are within scope of this SIN. Cloud related IT professional labor categories are not subject to adherence to the NIST definition of cloud computing; therefore, no technical response is required for a labor proposal. Non-professional labor categories subject to Service Contract Labor Standards (SCLS) (e.g., IT help desk support) that are incidental to and used solely to support specific Cloud related IT professional labor categories and/or fixed-price professional services solutions must be offered under a different SIN that specifically covers the proposed services.

Ancillary products and services are not within scope of this SIN. Any items that are not within the scope of this SIN must be offered under a SIN that specifically covers the proposed services.

The following are out of scope for this SIN: cloud “token,” “gift card,” “credit,” or other similar types of prepaid offerings:

1.) Cloud computing services (e.g., IaaS, PaaS, SaaS) are sometimes offered commercially as a cloud “token,” “gift card,” “credit,” or require purchase of a prepaid offering; these are out of scope for this SIN. The pricing model for these items do not accurately represent the stock-keeping units (SKU) that are awarded at the task-order level. Therefore, nonsubmission of pricing of underlying IaaS, PaaS, SaaS SKUs is not allowed.

2.) Credits for cloud computing services (e.g., IaaS, PaaS, SaaS) that are paid for in advance and spent or used at a later time are commonly termed commercially as a cloud “token,” “gift card,” or “credit”, and are out of scope for SIN 518210C. Cloud computing services (e.g., IaaS, PaaS, SaaS) must be paid for in arrears in accordance with 31 U.S.C. 3324.

3.) Also out of scope is any payment for cloud computing services which carry a risk to the Government of a “use or lose” situation where a Government cloud account may forfeit unexpended credits/deposits towards future cloud computing services charges at the end of a vendor-defined period (e.g., 1, 2 or 3 years). Therefore, pre-payment of products or services prior to delivery of SKUs is not allowed. Payment for these SKUs must be in arrears.
Physical hardware, non-cloud software per the NIST definition, and other artifacts acquired to support the physical construction of a private or other cloud are not within the scope of this SIN.

1) Specific Instructions for SIN 518210C – Cloud Computing and Cloud Related IT Professional Services
   a) All offerings must be billed as follows:
      i) Cloud computing services (e.g., IaaS, PaaS, SaaS) must adhere to the “pay as you go” pricing model and must be billed in arrears in accordance with 31 U.S.C. 3324.
      ii) Cloud related IT professional services, specific cloud labor categories and/or fixed-price professional services solutions must also be billed in arrears in accordance with 31 U.S.C. 3324.
   b) Offerors shall follow instructions and guidance for cloud computing services available at http://www.gsa.gov/mascategoryrequirements
   b) Offerors may propose:
      i) Cloud computing services only (e.g., IaaS, PaaS, SaaS);
      ii) Cloud related IT professional services and/or fixed-price professional services solutions that are not subject to NIST standards only;
      iii) Cloud computing services (e.g., IaaS, PaaS, SaaS) (subject to NIST standards) and cloud related IT professional services and/or fixed-price professional services solutions (not subject to NIST standards).
      iv) The offeror must state which cloud computing service model(s), if any, is/are being proposed (e.g., IaaS, PaaS, SaaS).
      v) The offeror must state which cloud computing deployment model(s), if any, is/are being proposed (e.g., public, community, and hybrid).
   d) Acceptance Testing: Acceptance testing shall be performed of the systems for ordering activity approval in accordance with the approved test procedures.
   e) Training
      i) If training is provided in accordance with standard commercial practices, the offeror shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system.
      ii) If there are separate training charges, they should be included in the GSA Price List (1-FSS-600 CONTRACT PRICE LISTS (OCT 2016).
   f) Information Assurance/Security Requirements: Offerors shall meet information assurance/security requirements in accordance with the ordering activity requirements.
   g) Reporting: Offerors shall provide to the ordering activity any general reporting capabilities available to verify performance, cost and availability. In accordance with commercial standard practice, the offeror may furnish the ordering activity with a monthly summary report.
   h) Cloud related IT professional services may be listed on SIN 54151S - Information Technology Professional Services. The cloud related IT professional services on this SIN (518210C) shall be cloud specific titles and descriptions. At a minimum, the word “cloud” shall appear both in the title and the description of each labor category or fixed-price professional services solutions proposed for this SIN. The relevant past performance projects must demonstrate that the cloud related IT professional services were utilized in the IaaS, PaaS, and/or SaaS environment. NOTE: Identical labor categories cannot be on both SINs 54151S and 518210C. It is recommended that cloud-related IT professional services and/or fixed-price professional services solutions that are not subject to NIST standards should be offered under SIN 518210C.
i) Offerors may optionally select a single service model that best fits a proposed cloud computing offering. Only one service model may be selected per each proposed cloud computing offering. Offerors may elect to submit multiple cloud computing offerings, each with its own single service model.

j) Deployment model selection within this SIN is optional for any individual cloud computing offering. Offerings may be included without a deployment model selection so long as they comply with all the essential characteristics of cloud computing as outlined by NIST SP 800-145. The three NIST deployment models within the scope of this SIN are: Public, Community, and Hybrid.

k) All current pricing requirements in provision SCP-FSS-001 apply. At the current time, there is no provision for reducing or eliminating standard price list posting requirements to accommodate rapid cloud price fluctuations.

l) All pricing models for cloud computing services 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.

m) Evaluation factors for cloud related IT professional services, specific cloud labor categories and/or fixed-price professional services solutions are found within this same document under Section II Instructions for all IT Offerors under 6) Relevant Project Experience Evaluation.

2) Specific Evaluation Factor for Cloud Computing Services Adherence to the NIST Essential Cloud Characteristics per NIST SP 800-145.

Within a two-page limitation for each cloud computing service (e.g., IaaS, PaaS, SaaS) submitted, provide a description of how the cloud computing service meets each of the five essential cloud computing characteristics as defined in National Institute of Standards and Technology (NIST) Special Publication 800-145 and subsequent versions of this publication. This standard specifies the definition of cloud computing for use by Federal agencies. Each cloud computing service must be capable of satisfying each of the five NIST essential characteristics as follows:

- On-demand self-service
- Broad network access
- Resource pooling
- Rapid elasticity
- Measured service cloud (Pay per use, or pay as you go)

Refer to 518210C. Specific Information for Offerors available at http://www.gsa.gov/mascategoryrequirements for guidance on meeting the NIST essential characteristics. For the purposes of the cloud computing and cloud related IT professional services SIN, meeting the NIST essential characteristics is concerned primarily with whether the underlying capability of the commercial service is available, and whether or not an ordering activity actually requests or implements the capability.
54151S IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion, and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DA01
Maximum Order : $500,000

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<tr>
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<td>Other Computer Related Services</td>
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Instructions:

1. Specific Instructions for SIN 54151S - Information Technology Professional Services:

* All services shall be billed in arrears in accordance with 31 U.S.C. 3324.