



**GENERAL SERVICES ADMINISTRATION
 FEDERAL SUPPLY SERVICE
 MULTIPLE AWARD SCHEDULE (MAS) PRICELIST
 FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
 EQUIPMENT, SOFTWARE, AND SERVICES**

Contract Number: 47QTCA19D00MP

Contract Period: September 27, 2019 through September 26, 2024

Pricelist current through: Modification 0017 dated July 14, 2020

Contractor:

**Four Points Technology, LLC
 14900 Conference Center Drive, Suite 100
 Chantilly, VA 20151
 Phone: (703) 657-6100
www.4points.com**

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Business Size: Small Business (SDVOSB)

List of Approved [Original Equipment Manufacturers](#)

(Click [here](#) for the most up-to-date information regarding 47QTCA19D00MP)

OEM	Agreement	SIN
Amazon Web Services	EULA_AWS Customer Access Terms_2012-10-19	518210C
BMC Software, Inc.	EULA_BMC_2009-04-29	511210
	EULA_BMC Amendment to End User License Agreement_2019-09-05	54151ECOM
Dell Software, Inc.	EULA_Dell Software Transaction Agreement_2015-05-06	33411 811212
Embarcadero Technologies, Inc.	EULA_Emarcadero Software License and Support Agreement_2018-03-14	511210
Four Points Professional Services	N/A	54151S
Google	EULA_Google_GCP_2019-05-29	518210C
Idera, Inc.	EULA_Idera Software License Agreement_2014-01-01	511210
InterSystems Corporation	EULA_InterSystems_2019-09-18	511210

Microsoft Corporation	EULA_Microsoft_Cloud_Agreement_Exhibit_A_and_B_2018-11-08	518210C
Ricoh USA, Inc.	<i>N/A - hardware only</i>	33411

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov>

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AWARDED SPECIAL ITEM NUMBERS

Special Item No. 33411	Purchasing of New Electronic Equipment
Special Item No. 811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item No. 511210	Software Licenses
Special Item No. 518210C	Cloud and Cloud-Related IT Professional Services
Special Item No. 54151S	Information Technology Professional Services
Special Item No. 54151ECOM	Electronic Commerce and Subscription Services
Special Item No. OLM	Order-Level Materials (OLM)

SIN 33411 - PURCHASING OF NEW ELECTRONIC EQUIPMENT

FSC: Information Technology, IT Hardware

PSC: 7010

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.

SIN 811212 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR PARTS/SPARE PARTS

FSC: Information Technology, IT Hardware

PSC: J070

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment

NOTE: Subject to Cooperative Purchasing.

SIN 511210 - SOFTWARE LICENSES

FSC: Information Technology, IT Software

PSC: 7030

Includes both term and perpetual software licenses and maintenance.

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces 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>.

Software maintenance as a product is used for the purpose of maintaining the operability and usability of the software product by utilizing published fixes to bugs via patches, updates, or upgrades. An example is the publishing of bugs or defect fixes via patches to keep the software current. Software maintenance as a product is now found under the terms and conditions for SIN 511210 as this SIN is considered products. This reclassification allows for Software Maintenance as a Product to be billed at the time of purchase. **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 as a service – which is categorized and defined under SIN 54151.

Subject to Cooperative Purchasing.

SIN 518210C – CLOUD AND CLOUD-RELATED IT PROFESSIONAL SERVICES

FSC: Information Technology, IT Solutions

PSC: D305

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 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 labor categories and/or fixed price solutions (e.g. migration services, etc.) 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.

NOTE: Subject to Cooperative Purchasing.

SIN 54151S - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

FSC: Information Technology, IT Services

PSC: D399

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.

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 MAS 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.

SIN 54151ECOM - ELECTRONIC COMMERCE SERVICES

FSC: Information Technology, Electronic Commerce

PSC: D304

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing.

SIN OLM - ORDER-LEVEL MATERIALS (OLM)

FSC: Miscellaneous, Complementary SINS

PSC: 0000

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

- "Open Market Items."
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:

- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal 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.gsadvantage.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:

The 48 contiguous states and the District of Columbia.

2. Contractor's Ordering Address and Payment Information:

Four Points Technology, LLC

**14900 Conference Center Drive, Suite 100
Chantilly, VA 20151**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards, including government purchase cards, will/will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

(703) 657-6100

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: **08-989-6737**
Block 30: Type of Contractor - **B**
Block 31: Woman-Owned Small Business - **NO**
Block 36: Contractor's Taxpayer Identification Number (TIN): **03-0433660**

4a. CAGE Code: **1YS78**

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

5. FOB Shipping Terms: Destination

6. DELIVERY SCHEDULE

6a. 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)
SIN 33411	30 Days
SIN 511210	30 Days

2 days expedited delivery

6b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts:

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

7a. Prompt Payment: **NET 30** days from receipt of invoice or date of acceptance, whichever is later.

7b. Quantity: **None**

7c. Dollar Volume: **None**

7d. Government Educational Institutions: **Government Educational Institutions are offered the same discounts as all other Government customers.**

7e. Other: **None**

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

9. **Small Requirements:** The minimum dollar value of orders to be issued is **\$100**.

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

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

Special Item No. 33411	Purchase of New Electronic Equipment
Special Item No. 811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item No. 511210	Software Licenses
Special Item No. 518210C	Cloud and Cloud-Related IT Professional Services
Special Item No. 54151S	Information Technology Professional Services
Special Item No. 54151ECOM	Electronic Commerce and Subscription Services
Special Item No. OLM	Order-Level Materials (OLM)

11. **USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS (In accordance with FAR 8.404)**

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 activities 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 of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity 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 ordering activity's needs.

11a. **Orders placed at or below the micro-purchase threshold.** ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

11b. **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 activities 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 ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity 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 item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

11c. **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 activity 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 activities shall--

Review additional Schedule Contractors'

- (1) 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 activity 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 Reductions 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).

- 11d. **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 activities 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.
- 11e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity 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 activity 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 ordering activity for a specific order.
- 11f. **Small business.** For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- 11g. **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 ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

12. 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. 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.

14. 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.

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

- 15a. **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.
- 15b. **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.
- 15c. **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.
- 15d. **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.
- 15e. **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.
- 15f. **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.
- 15g. **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.
- 15h. **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- 15i. **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- 15j. **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.

16. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

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

17. 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:

- Manufacturer;
- Manufacturer's Part Number; and

- 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.gsaadvantage.gov/>.

18. 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.

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-**

- 18a. 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));
- 18b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- 18c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- 18d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

19. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- 19a. Time of delivery/installation quotations for individual orders;
- 19b. 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.
- 19c. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

20. OVERSEAS ACTIVITIES

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

NOT APPLICABLE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

21. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

22. 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.

23. 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 33411.

24. 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.4points.com

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

25. 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:

- 24a. 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
- 24b. 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.”

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

- 26a. 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.
- 26b. 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.
- (3) The Contractor shall insert the substance of this clause, including this paragraph, 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.

**TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF NEW
ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)**

NOTE: Commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. For applicable products, offerors are encouraged to offer Energy Star-qualified products and EPEAT-registered products, at the Bronze level or higher. If offerors opt to offer Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) products then they shall identify by model which products offered are Energy Star-qualified and EPEAT-registered, broken out by registration level of bronze, silver, or gold. Visit the Green Procurement Compilation, sftool.gov/greenprocurement for a complete list of products covered by these programs.

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

- 4a. **INSTALLATION.** When the equipment provided under this contract is not normally self- installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

All equipment is self installable

- 4b. **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 asupply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement 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 33411 or SIN 33411REF.

- 4c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

- 6a. 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.
- 6b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- 6c. 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.
- 6d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

**Four Points Technology, LLC
14900 Conference Center Drive, Suite 100
Chantilly, VA 20151**

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

- 1a. The maintenance and repair service rates listed herein are applicable to any ordering activity locations within a 30 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- 1b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Four Points Technology, LLC.
14900 Conference Center Drive, Ste 100
Chantilly, VA 20151

2. MAINTENANCE ORDER

- 2a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- 2b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- 2c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- 2d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- 2e. 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.
- 2f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- 3a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- 3b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

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

5. SCOPE

- 5a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- 5b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- 6a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- 6b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- 6c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- 7a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- 7b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

- 8a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- 8b. **REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
- 8c. **AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- 8d. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.
- 8e. **QUANTITY DISCOUNTS**

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

9. REPAIR SERVICE RATE PROVISIONS

9a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

9b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

9c. **TRAVEL OR TRANSPORTATION**

(1) AT THE CONTRACTOR'S SHOP

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

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

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

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

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

9d. **LABOR RATES**

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) **SUNDAYS AND HOLIDAYS**

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

REPAIR SERVICE RATES

TIME & MATERIALS
MAINTENANCE RATES

(Rates are based on portal to portal).

		<u>On-site at Client Site</u>	<u>Off-site at FPT's Depot Facility</u>	<u>After Hours at Either Site</u>
0001	Hourly Rate (2 hour minimum for hardware)	\$52.64	\$50.38	\$157.93
0001a	Each 1/4 hour after the first hour.	\$13.16	\$12.59	\$39.48
	<u>Outside of 100 mile radius of Depot Facility</u>	<u>On-site</u>		<u>After Hours at Either Site</u>
0002	Hourly Rate (2 hour minimum for hardware)	\$94.76		\$284.28
0002a	Each 1/4 hour after the first hour.	\$23.69		\$71.07

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist posted on GSA Advantage.

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

11a. REPAIR SERVICE

All repair work will be guaranteed/warranted as per the Manufacturer's policy.

11b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted as per the Manufacturer's policy.

12. INVOICES AND PAYMENTS

12a. **Maintenance Service**

- (1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
- (2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

12b. Repair Service and Repair Parts/Spare Parts

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

TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)

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 post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

2. COMMERCIAL SUPPLIER AGREEMENTS

Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

3. GUARANTEE/WARRANTY

- 3a. The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.
- 3b. 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)
- 3c. 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 for the purpose of providing user assistance and guidance in the implementation of the software. Technical support numbers are assigned per OEM at the Task Order level. Contact the Contractor's point of contract for Contract Administration for technical support numbers.

5. SOFTWARE MAINTENANCE

- 5a. Software maintenance as it is defined: (select software maintenance type) :

(1) Software Maintenance as a Product (SIN 511210 or SIN 511210)

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, on-line help libraries and Frequently Asked Questions (FAQ's), 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 services.

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

(2) Software Maintenance Services (SIN 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, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance services are billed in arrears in accordance with 31 U.S.C. § 3324.

5b. 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 511210) AND SOFTWARE MAINTENANCE SERVICES (SIN 54151)

- 6a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- 6b. Term licenses and/or software maintenance services may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- 6c. Annual Funding. When using annually appropriated funds are cited on an order for term licenses and/or software maintenance services, the period of the term licenses and/or software maintenance services shall automatically expire on September 30 of the contract period.
- 6d. 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.
- 6e. 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 software maintenance services 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

- 7a. When a contractor commercially offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.
- 7b. 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.
- 7c. 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.
- 7d. 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.

8. TERM LICENSE CESSATION

- 8a. After a software product has been on a continuous term license for a specific period as defined in the OEM's license agreement, 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.
- 8b. 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 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 511210 and 54151)

- 9a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- 9b. 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 9.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 software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to

copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user 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.

(6) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.

(7) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

(8) Software Asset Identification Tags (SWID) (Option 1 SIN 511210)

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 19770-2 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.

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.

(9) Reallocation of Perpetual Software (Option 2 SIN 511210)

- a. 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.
- b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be a 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.

10. SOFTWARE CONVERSIONS – (511210 AND 54151)

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 (511210), 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 (511210), 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.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product including the operating systems 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, if commercially available.

TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF CLOUD AND CLOUD-RELATED IT PROFESSIONAL (SPECIAL ITEM NUMBER 518210C)

1. SCOPE

The prices, terms and conditions stated under Special Item Number (SIN) 518210C Cloud Computing Services (i.e. IaaS, etc.) and Cloud-Related Professional Services apply exclusively to Cloud Computing Services (i.e. IaaS, etc.) and Cloud-Related Professional Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to Cloud (i.e. SaaS, etc.) technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Cloud Services [(i.e. SaaS, etc.)] relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs. (For example: Software subscription services or Software as a Service offerings that do not meet the essential “measured service” requirement may meet the definition of “Term Licenses” under SIN 511210. See the Measured Service requirement in Table 2, below.)

The scope of this SIN is limited to cloud capabilities provided entirely as a “pay as you go” service and cloud-related IT professional services. Hardware, software and other artifacts acquired to supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build private on premise cloud functionality, through combining different services on other IT Schedule SINs (e.g. 33411, 511210, 54151, 54151ECOM, 54151S).

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

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

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

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

Table 1: Cloud Computing Services 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 	<ol style="list-style-type: none"> 1. Software as a Service (SaaS): Consumer uses provider’s applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. 2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. 3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

¹ Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

2. DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

2a. Service Description Requirements for Listing Contractors

The description requirements below are in addition to the overall MAS Schedule 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 MAS Schedule requirements for timelines related to description and other schedule updates, including but not limited to clauses 552.238-81 – section E and clause I-FSS-600.

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

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

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

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services (i.e. IaaS, etc.) 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. The NIST “Measured Service” characteristic requires a minimal “pay as you go” unit of measurement appropriate for the service. In the case of SaaS, the appropriate maximum measured increment of service shall be no more than 30 days per user, or some other equivalent discrete measurement that provides the government with the advantage of frequent (approximately every 30 days) “pay as you go” metering cycles. SaaS products, where consumption is only measured on an annual basis, may better fit under “Term Software License” SIN 511210. Likewise, offers of any combinations of IaaS, PaaS or any other cloud product services in a bundle or other fashion that do not meet the frequency requirements of approximately 30-day measurement and billing cycles, will not be accepted as complying with the NIST Measured Service characteristic.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800- 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See ‘GUIDANCE FOR CONTRACTORS: NIST 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.

2b. Pricing of Cloud Computing Services

All current pricing requirements for MAS Schedule, 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.

3a. 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.

3b. 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.

3c. Information Assurance/Security Requirements

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

3d. Related Professional Services

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

3e. Performance of Cloud Computing Services (i.e. IaaS, etc.)

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

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

3f. 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 MAS Schedule 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.

4a. Ordering Activity Information Assurance/Security Requirements Guidance

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

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

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

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

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

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

f. Privacy

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

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

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

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

g. 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).

h. 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).

i. Data Ownership and Retrieval and Intellectual Property

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

General considerations of data ownership and retrieval are covered under the terms of MAS Schedule 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.

j. Service Location Distribution

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

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

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

5. GUIDANCE FOR CONTRACTORS

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

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

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

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

⁷ <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf> Both Cloud service model (i.e. IaaS, etc.) and deployment model (i.e. public, etc.) designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection

5a. NIST Essential Characteristics

General Guidance

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

Table 3: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	<ul style="list-style-type: none"> ● Ordering activities can directly provision services without requiring Contractor intervention. ● This characteristic is typically implemented via a service console or programming interface for provisioning 	<p>Government procurement guidance varies on how to implement on-demand provisioning at this time.</p> <p>Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or other appropriate payment cycles on what are essentially on demand services</p> <p>Services under this SIN must be capable of true on- demand self-service, and ordering activities.and Contractors must negotiate how they implement on demand capabilities in practice at the task order level:</p> <ul style="list-style-type: none"> ● Ordering activities must specify their procurement approach and requirements for on-demand service ● Contractors must propose how they intend to meet the approach <p>Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.</p>
Broad Network Access	<ul style="list-style-type: none"> ● Ordering activities are able to access services over standard agency networks ● Service can be accessed and provisioned using standard devices such as browsers, tablets and mobile phones 	<ul style="list-style-type: none"> ● Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service ● Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non-cloud networks and services. For example, a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.

Resource Pooling	<ul style="list-style-type: none"> ● Pooling distinguishes cloud services from simple offsite hosting. ● Ordering activities draw resources from a common pool maintained by the Contractor ● Resources may have general characteristics such as regional location 	<ul style="list-style-type: none"> ● The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. ● Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement ● Similar concerns apply to software and platform models; automated provisioning from a pool is required ● Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.
Rapid Elasticity	<ul style="list-style-type: none"> ● Rapid provisioning and de-provisioning commensurate with demand 	<ul style="list-style-type: none"> ● Rapid elasticity is a specific demand-driven case of self-service ● ‘Rapid’ should be understood as measured in minutes and hours, not days or weeks. ● Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required. ● Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.
Measured Service	<ul style="list-style-type: none"> ● Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service 	<ul style="list-style-type: none"> ● Procurement guidance for on-demand self- service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. ● Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured ● Contractors must specify that measured service is available and the general sort of metrics and mechanisms available ● The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of “pay as you go” consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.

Inheriting Essential Characteristics

Cloud Services (i.e. IaaS, etc.) may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example

a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Cloud Services (i.e. IaaS, etc.) inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

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

Assessing Broad Network Access

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

Resource Pooling and Private Cloud

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

5b. NIST Service Model

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

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

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

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

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

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

- (1) Visibility to the Ordering Activity. Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.

- (2) **Primary Focus of the Cloud Service (i.e. IaaS, etc.).** Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.
- (3) **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity’s primary actual consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.
- (4) **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

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

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

Table 4: Guidance on Mapping to NIST Service Models

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

<p>Platform as a Service (PaaS)</p>	<p>Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application.</p> <p>A complete platform can deploy an entire application. Complete platforms can be proprietary or open source</p> <p>Partial platforms can deploy a component of an application which combined with other components make up the entire deployment</p> <p>PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service</p> <p>The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service. A limited range of configuration options for the platform service may be available.</p> <p>Examples of complete PaaS services include:</p> <p>A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application,</p> <p>a Windows .Net platform ready to deploy a .Net application,</p> <p>A custom complete platform ready to develop and deploy an customer application in a proprietary language</p> <p>A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services.</p> <p>The essential characteristic of a complete PaaS is defined by the customer’s ability to deploy a complete custom application directly on the platform.</p> <p>PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:</p> <p>A database service ready to deploy a customer’s tables, views and procedures,</p> <p>A queuing service ready to deploy a customer’s message definitions</p> <p>A security service ready to deploy a customer’s constraints and target applications for continuous monitoring</p> <p>The essential characteristic of an individual PaaS component is the customer’s ability to deploy their unique structures and/or data onto the component for a partial platform function. Note that both the partial and complete PaaS examples all have two things in common:</p> <p>They are software services, which offer significant core functionality out of the box</p> <p>They must be configured with customer data and structures to deliver results</p> <p>As noted in IaaS, operating systems represent a gray area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service “hides” underlying infrastructure, consider it as PaaS.</p>
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Software as a Service (SaaS)	<p>Select a SaaS model for service based equivalents of software applications.</p> <ul style="list-style-type: none"> ● SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting ● The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides. <p>Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency.</p> <p>Typically only the Contractor would be permitted to configure aspects of the software for all users.</p> <p>Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.</p> <p>Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.</p>
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5c. Deployment Model

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

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

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

Table 5: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

6. INFORMATION PERTAINING TO CLOUD RELATED IT PROFESSIONAL SERVICES

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

NOTE: Labor categories under Special Item Number 54151S “Information Technology Professional Services may remain under SIN 54151S, unless they are specific to the Cloud Computing Products and IT Professional Services 518210C. Labor specific to Cloud Computing should be positioned by Contractors under SIN 518210C in order for Contractors to have the opportunity to bid on requests for quotes that are generated exclusively under the Cloud SIN. Offerors may offer Cloud IT Professional Services exclusively; it is not a requirement to also offer Cloud Services (i.e. IaaS).

6a. SCOPE OF 518210C Cloud Related IT Professional Services

- (1) The labor categories, prices, terms and conditions stated under Special Item Numbers 518210C Cloud Services and Related IT Professional Services apply exclusively to this SIN within the scope of this Information Technology Schedule. It is anticipated that the relevant IT Professional Services for this SIN (518210C) are related to the following: assessing cloud solutions, preparing for cloud solutions, refactoring legacy solutions for cloud migration, migrating legacy or other systems to cloud solutions, DevOps, developing new cloud based applications and providing management/governance for cloud solutions. Contractors may propose other types of relevant professional services as long as they are specifically designed to work within and/or support the types of cloud product services described in SIN 518210C.
- (2) Cloud Related IT Professional Services provided under this SIN shall comply with all certifications and industry standards as applicable pertaining to the type of services as specified by ordering agency.
- (3) The Contractor shall provide Cloud Related IT Professional Services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

6b. ORDER

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

6c. PERFORMANCE OF SERVICES

- (1) The Contractor shall commence performance of Cloud Related IT Professional Services on the date agreed to by the Contractor and the ordering activity.
- (2) The Contractor agrees to render Cloud Related IT Professional Services during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- (3) The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Cloud Related IT Professional Services shall be completed in a good and workmanlike manner.
- (4) Any Contractor travel required in the performance of Cloud Related IT Professional Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. All travel will be agreed upon with the client prior to the Contractor’s travel.

6d. INSPECTION OF SERVICES

Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor- Hour Contracts orders placed under this contract.

6e. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (MAY 2014) Rights in Data – General, may apply.

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

6f. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

6g. INDEPENDENT CONTRACTOR

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

6h. ORGANIZATIONAL CONFLICTS OF INTEREST

(1) Definitions.

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

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

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

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

6i. INVOICES

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

6j. PAYMENTS

The ordering activity shall pay the Contractor upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. Payments shall be made in accordance with:

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

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

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

- GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)
- FAR 52.216-31 (Feb 2007) Time-and Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition. As prescribed in 16.601(f)(3), insert the following provision:
 - (1) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
 - (2) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by
 - i. The offeror;
 - ii. Subcontractors; and/or
 - iii. Divisions, subsidiaries, or affiliates of the offeror under a common control.]

6k. RESUMES

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

6l. 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.

6m. DESCRIPTION OF CLOUD COMPUTING LABOR HOURS AND PRICING

- (1) The Contractor shall provide a description of each type of Cloud Computing Professional Service offered under Special Item Numbers 518210C and it should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- (2) Pricing for all Cloud Computing IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates,, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented (see SCP FSS 004).

EXAMPLE

Commercial Job Title: Senior Cloud Subject Matter Expert

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

Professionals involved in this specialty perform the following tasks:

- Provides in-depth knowledge and expertise from cloud computing and business domains

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

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

Minimum Experience: 10 Years

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

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

Manufacturer terms and conditions

Amazon Web Services

Description of Electronic Commerce Services, Support and Pricing – AWS Specific (Updated July 26, 2017)

1. Web Services

AWS product offerings fall within the following categories: Compute, Storage & Content Delivery, Database, Networking, Analytics, Enterprise Applications, Internet of Things, Mobile Services, Developer Tools, Management Tools, Security and Identity, Application Services and Game Development. The products under these categories make up AWS' Infrastructure, Platform and Software Services to provide a complete product offering.

2. Usage

AWS tracks usage by each individual service and uses a pay-for-what-you-use pricing model. AWS meters usage in set increments dependent on the service; for each product resource in use, a rate is applied for each product operation, with each operation comprising a line item. These individual line items/SKUs are represented within the Four Points GSA Contract.

3. Support

Every AWS purchase sold by Four Points Technology must include either Business or Enterprise support. When offering AWS products Four Points Technology will always include support and FPT AWS Program Management Services within the quoted bundle of AWS services. Business and Enterprise support plans are priced as a pay-by-the-month service as a percentage of the user's monthly AWS usage per product resource. The pricing is tiered by usage as detailed in Table 1 and Figures 1 and 2. FPT AWS Program Management Services are included as a flat 2 percent rate of the usage charged per month.

4. AWS Bundled Offerings

A preselected group of the individual usage line items per product resource combined with either Business or Enterprise support and FPT AWS PM Services are presented as a total offering, referred to as the AWS Bundle.

The scope of this AWS BUNDLE includes all currently existing and, upon announcement, new or enhanced Amazon AWS Services, and AWS Support. For Amazon FedRAMP approved GovCloud regions and East and West all AWS services available to AWS customers shall be made available under this bundle. This AWS BUNDLE will allow for

Marketplace purchases of third party products and services directly supporting AWS utilization and optimization within the AWS portal however all parties should be aware that all marketplace purchases are sold as open market line items at cost. Predicated on a customer’s specific request for a Cloud Services Flexible buying vehicle, Four Points will offer the Full suite of Amazon Web Services, which will in turn be operationally configured and augmented by the customer with the governance, integration, and security required for approved Agency use. Each unit of the BUNDLE equates to \$1.00 of Amazon Web Services and other bundle components. Incremental orders will be periodically placed using this AWS BUNDLE in various quantities to provide the customer with the flexibility to order various “dollar amount” quantities of Amazon AWS services and other components based on its estimated usage for needs of varying duration. Quantities will be periodically re-ordered by the customer in amounts sufficient to cover the estimated cost for cloud services that will be used to meet a variety of requirements.

5. Invoicing/Billing

Billing is monthly in arrears based on usage. Unit price is fixed and monthly billing is based on a variable quantity determined by usage. Unit prices match current AWS GSA negotiated prices. Current updated AWS Commercial pricing: <https://aws.amazon.com/pricing/services/> unit prices will automatically de-BUNDLE when AWS reduces commercial prices. Monthly cost will vary based on the amount of AWS' resources used within the month.

6. Terms

Please see the below link via the Four Points Technology website:

<https://www.4points.com/contract-vehicles/gsa-mas-schedule/four-points-technology-approved-eula/>

Full AWS Price list available via Four Points Technology website:

<https://www.4points.com/contract-vehicles/gsa-mas-schedule/>

Table 1

AWS Support Pricing			
AWS Business Support Pricing		AWS Enterprise Support Pricing	
Percentage of Usage Charge	Amount of Usage	Percentage of Usage Charge	Amount of Usage
10%	First \$0-\$10K	10%	First \$0-\$150K
7%	\$10K- \$80K	7%	\$150K- \$500K
5%	\$80K-\$250K	5%	\$500K-\$1M
3%	\$250k+	3%	\$1M+

Figure 1



Figure 2



Description of Support

Business Support:

- Customer Service: one-on-one responses to account and billing questions
- Support forums
- Service health checks
- Documentation, whitepapers, and best-practice guides
- Best-practice guidance
- Client-side diagnostic tools
- Building-block architecture support: guidance on how to use AWS products, features, and services together
- Use-case guidance: what AWS products, features, and services to use to best support your specific needs
- AWS Identity and Access Management (IAM) for controlling individuals' access to AWS Support
- AWS Trusted Advisor, which inspects customer environments and identifies opportunities to save money, close security gaps, and improve system reliability and performance
- An API for interacting with Support Center and Trusted Advisor, allowing for automated support case management and Trusted Advisor operations
- Third-party software support: help with Amazon Elastic Compute Cloud (EC2) instance operating systems as well as the configuration and performance of the most popular third-party software components on AWS

Enterprise Support:

- Application architecture guidance: consultative partnership supporting specific use cases and applications
- Infrastructure event management: short-term engagement with AWS Support to partner with your technical and project resources to gain a deep understanding of your use case and provide architectural and scaling guidance for an event
- AWS Concierge
- Technical account manager
- White-glove case routing
- Management business reviews
- Customer Service: one-on-one responses to account and billing questions
- Support forums
- Service health checks
- Documentation, whitepapers, and best-practice guides
- Best-practice guidance
- Client-side diagnostic tools
- Building-block architecture support: guidance on how to use AWS products, features, and services together

- Use-case guidance: what AWS products, features, and services to use to best support your specific needs
- AWS Identity and Access Management (IAM) for controlling individuals' access to AWS Support
- AWS Trusted Advisor, which inspects customer environments and identifies opportunities to save money, close security gaps, and improve system reliability and performance
- An API for interacting with Support Center and Trusted Advisor, allowing for automated support case management and Trusted Advisor operations
- Third-party software support: help with Amazon Elastic Compute Cloud (EC2) instance operating systems as well as the configuration and performance of the most popular third-party software components on AWS

FPT AWS PM Services:

- AWS trained personnel will help build the full customer solution
- Responsible for Customer account set up and continual access management
- First point of contact for technical and customer service support
- Maintain secure online portals for tracking customer usage
- Track weekly/monthly usage per customer requirements
- Track customer funding availability
- Notify customer of low funding balances to prevent disruption in services
- Manipulate usage information to provide comprehensible monthly invoices

Google

Description of Electronic Commerce Services, Support and Pricing – GCP Specific (Updated August 2019)

Description of Cloud Services, Support and Pricing - GCP Specific (August 2019)

1. Web Services
 Google Cloud Platform (“GCP”) product offerings fall within the following categories: Compute, Storage & Content Delivery, Database, Networking, Analytics, Enterprise Applications, Internet of Things, Mobile Services, Developer Tools, Management Tools, Security and Identity, Application Services and Game Development. The products under these categories make up GCP’s Infrastructure, Platform and Software Services to provide a complete product offering.
2. Usage
 GCP tracks usage by each individual service and uses a pay-for-what-you-use pricing model. GCP meters usage in set increments dependent on the service; for each product resource in use, a rate is applied for each product operation, with each operation comprising a line item. These individual line items/SKUs are represented within the Four Points Technology (“FPT” or “Four Points”) GSA Contract.
3. Support
 Every GCP purchase sold by Four Points will include either Development or Production support unless otherwise negotiated. When offering GCP products, Four Points will always include support and FPT GCP Program Management Services within the quoted bundle of GCP services. Development and Production plans are priced as a pay-by-the-month service as a percentage of the user’s monthly GCP usage per product resource. The pricing is tiered by usage as detailed in Table 1. FPT GCP Program Management Services are included as a flat 2 percent rate of the usage charged per month.
4. GCP Bundled Offerings
 A preselected group of the individual usage line items per product resource combined with either Development or Production support and FPT GCP PM Services are presented as a total offering, referred to as the “GCP Bundle”.

The scope of this GCP Bundle includes all currently existing and, upon announcement, new or enhanced GCP Services, and GCP Support. For Google U.S. regions, all GCP services available to GCP customers shall be made available under this bundle. This GCP Bundle will allow for Marketplace purchases of third-party products and services directly supporting GCP utilization and optimization within the GCP portal; however, all parties should be

aware that all marketplace purchases are sold as open market line items at cost. Predicated on a customer’s specific request for a Cloud Services Flexible buying vehicle, Four Points will offer the Full suite of GCP, which will in turn be operationally configured and augmented by the customer with the governance, integration, and security required for approved Agency use. Each unit of the Bundle equates to \$1.00 of GCP and other bundle components. Incremental orders will be periodically placed using this GCP Bundle in various quantities to provide the customer with the flexibility to order various “dollar amount” quantities of GCP services and other components based on its estimated usage for needs of varying duration. Quantities will be periodically re- ordered by the customer in amounts sufficient to cover the estimated cost for cloud services that will be used to meet a variety of requirements.

5. Invoicing/Billing
Billing is monthly in arrears based on usage. Unit price is fixed and monthly billing is based on a variable quantity determined by usage. Unit prices match current GCP GSA negotiated prices. Current updated GCP Commercial pricing: <https://cloud.google.com/products/calculator/> unit prices will automatically decrease when GCP reduces commercial prices. Monthly cost will vary based on the amount of GCP's resources used within the month.
6. Terms
Link to the approved T’s and C’s via FPT website, www.4points.com

Table 1

GCP Support Pricing	
GCP Development Support Pricing	GCP Production Support Pricing
\$100 per month/per user	\$250 per month/per user
\$100 per development role	\$100 per development role
	\$250 per production role

Microsoft

Description of Electronic Commerce Services, Support and Pricing – Azure Specific (Updated August 2019)

Description of Cloud Services, Support and Pricing - GCP Specific (August 2019)

1. Web Services
Microsoft Azure product offerings fall within the following categories: Compute, Storage & Content Delivery, Database, Networking, Analytics, Enterprise Applications, Internet of Things, Mobile Services, Developer Tools, Management Tools, Security and Identity, Application Services and Game Development. The products under these categories make up Azure’s Infrastructure, Platform and Software Services to provide a complete product offering.
2. Usage
Azure tracks usage by each individual service and uses a pay-for-what-you-use pricing model. Azure meters usage in set increments dependent on the service; for each product resource in use, a rate is applied for each product operation, with each operation comprising a line item. These individual line items/SKUs are represented within the Four Points Technology (“FPT” or “Four Points”) GSA Contract.
3. Support
Every Azure purchase sold by Four Points must include either Standard or Professional Direct support. When offering Azure products Four Points will always include support and FPT Azure Program Management Services within the quoted bundle of Azure services. Standard and Professional Direct support plans are priced as a pay-by-the-month service as a percentage of the user’s monthly Azure usage per product resource. The pricing is tiered by usage as detailed in Table 1. FPT Azure Program Management Services are included as a flat 2 percent rate of the usage charged per month.

4. GCP Bundled Offerings

A preselected group of the individual usage line items per product resource combined with either Business or Enterprise support and FPT Azure PM Services are presented as a total offering, referred to as the “Azure Bundle”.

The scope of this Azure Bundle includes all currently existing and, upon announcement, new or enhanced Azure Services, and AZURE Support. For Microsoft Azure FedRAMP approved Azure Government and all U.S. Regions, all Azure services available to Azure customers shall be made available under this bundle. This Azure Bundle will allow for Marketplace purchases of third- party products and services directly supporting Azure utilization and optimization within the Azure portal; however, all parties should be aware that all marketplace purchases are sold as open market line items at cost. Predicated on a customer’s specific request for a Cloud Services Flexible buying vehicle, Four Points will offer the Full suite of Microsoft Azure services, which will in turn be operationally configured and augmented by the customer with the governance, integration, and security required for approved Agency use. Each unit of the Bundle equates to \$1.00 of Microsoft Azure and other bundle components. Incremental orders will be periodically placed using this Azure Bundle in various quantities to provide the customer with the flexibility to order various “dollar amount” quantities of Azure services and other components based on its estimated usage for needs of varying duration. Quantities will be periodically re-ordered by the customer in amounts sufficient to cover the estimated cost for cloud services that will be used to meet a variety of requirements.

5. Invoicing/Billing

Billing is monthly in arrears based on usage. Unit price is fixed and monthly billing is based on a variable quantity determined by usage. Unit prices match current AZURE GSA negotiated prices. Current updated Azure Commercial pricing: <https://Azure.microsoft.com/en-us/pricing/calculator/> unit prices will automatically decrease when Azure reduces commercial prices. Monthly cost will vary based on the amount of Azure’s resources used within the month.

6. Terms

Link to the approved T’s and C’s via FPT website, www.4points.com

Table 1

Azure Support Pricing	
Azure Standard Direct Pricing	Azure Professional Direct Support Pricing
\$100/month	\$1,000/month

TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

The phrase, “Information Technology (IT) Professional Services/Identity Access Management (IAM) Professional Services” in the following paragraphs may need to be revised in order to be consistent with the Offeror’s proposal; e.g., if only IT Professional Services are offered, all references to IAM Services should be deleted.

NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately. Further, non-professional labor categories shall be offered under SIN ANCILLARY only.

1. SCOPE

- 1a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- 1b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- 2a. 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 in accordance with this clause.
- 2b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- 2c. 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

- 3a. 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.
- 3b. 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

- 4a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- 4b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- 4c. 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.
- 4d. Any Contractor travel required in the performance of IT/IAM 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)

- 5a. 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.
- 5b. 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.
- 5c. 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.
- 5d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)(DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

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/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

10a. 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.

- 10b. 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/IAM 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:

- 12a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- 12b. 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/EC SERVICES AND PRICING

- 16a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 54151S IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- 16b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.
- 16c. 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

Four Points Labor Categories Available:

Part Number	PRODUCT DESCRIPTION	GSA Price
FPT014	<p>Analyst Minimum/General Experience: 3 years of experience analyzing and evaluating information technology systems.</p> <p>Functional Responsibility: Reviews, analyzes, and evaluates information technology systems operations. Familiar with the concepts, practices, and procedures for analyzing IT systems. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude is required</p> <p>Minimum Education: Associate's Degree in Information Technology, Liberal Arts or the Sciences.</p>	\$177.76
FPT016	<p>Analyst, Senior Minimum/General Experience: 5 years of experience analyzing and evaluating information technology systems.</p> <p>Functional Responsibility: Reviews, analyzes, and evaluates information technology systems operations. Familiar with the concepts, practices, and procedures for analyzing IT systems. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report directly to a project lead or manager. A wide degree of creativity and latitude is expected</p> <p>Minimum Education: Bachelor's Degree in Information Technology, Liberal Arts or the Sciences.</p>	\$212.55
FPT020	<p>Engineer, Senior Minimum/General Experience: 10 years of engineering experience. License and certification may be required.</p> <p>Functional Responsibility: Provides expert consultation in one or more areas for the design, development and implementation of IT products and systems. Recognized as technical leader in area of expertise. Recommends alterations and enhancements to improve quality of products and/or procedures. Responsible for all internal activities and product development. Familiar with a variety of IT concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to top management.</p> <p>Minimum Education: Bachelor's Degree in engineering.</p>	\$212.55

FPT025	<p>Program Manager Minimum/General Experience: 10 years of experience managing projects and programs in the IT arena.</p> <p>Functional Responsibility: Directs and oversees a program or contract's operational policies, objectives, and initiatives. Familiar with a variety of IT concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to top management</p> <p>Minimum Education: Bachelor's Degree in Information Technology, the Sciences or Liberal Arts.</p>	\$269.71
FPT026	<p>Project Manager Minimum/General Experience: 2 years of experience managing projects in the IT arena.</p> <p>Functional Responsibility: Manages small teams. Supports the activities of the IT Program Manager. Oversees the daily project production activity and facilitates departmental workflow. Familiar with standard IT concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a supervisor or manager</p> <p>Minimum Education: High School Diploma or GED.</p>	\$143.74
FPT029	<p>Subject Matter Expert Minimum/General Experience: 5 years of specific IT technical experience. In depth knowledge of the IT related topic with hands on experience. Wide ranging subject matter expertise with varied applications of the subject. Familiar with both operational and management IT practices. Familiar with hardware or software applications, management information systems or technology related use of resources including personnel and materials.</p> <p>Functional Responsibility: Supports programs and offers advise and counsel to organizations regarding subject matter.</p> <p>Minimum Education: Bachelor's Degree in Information Technology, the Sciences or Liberal Arts.</p>	\$269.71

FPT030	<p>Enterprise Architect Support</p> <p>General Experience: Five to twenty years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and applications design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.</p> <p>Functional Responsibilities: Works closely with Practice manager and Engagement Managers as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment or solution remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelors degree and Masters degree or industry equivalent experience.</p> <ul style="list-style-type: none"> • Work with customer and project team to develop and gain consensus on Vision Scope • Contribute to review of customer tasks and development of MCS strategic approaches • Direct the activities of Principal Consultants, Senior Consultants, Consultants and Associate Consultants, and Sub-Contractors • Lead role in delivering technical presentations to customer • Participate in delivering technical presentations to customer staff • Participate in design review of information systems • Participate in project staffing decisions • Participate in strategic planning sessions with MCS Technical Project Manager and customer staff • Perform REJ and TCO Analysis 	\$350.41
FPT032	<p>Enterprise Engagement Manager</p> <p>General Experience: Five to fifteen years demonstrated performance in related technology and business management. Experienced in business development and managing projects involving such complex networks, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.</p> <p>Functional Responsibilities: Lead Microsoft business contact for customers, and also coordinates and schedules project resources to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's or Masters degree or industry equivalent experience.</p> <ul style="list-style-type: none"> • Coordinate development and delivery of MCS proposals and project deliverables in response to customer tasking requirements • Work with customer and project team to develop and gain consensus on Vision Scope • Direct the activities of Principal Consultants, Senior Consultants, Consultants and Associate Consultants, and Sub-Contractors • Makes project scheduling decisions • Participate in project staffing decisions • Participate in strategic planning sessions with MCS Technical Project Manager and customer staff • Provide key personal link to Senior Executive Microsoft staff including feedback of customer issues 	\$311.58

FPT033	<p>Enterprise Deployment Strategist</p> <p>General Experience: Five to twenty years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and applications design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.</p> <p>Functional Responsibilities: Works closely with Practice manager and Engagement Managers as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment or solution remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelors degree and Masters degree or industry equivalent experience.</p> <ul style="list-style-type: none"> • Work with customer and project team to develop and gain consensus on Vision Scope • Contribute to review of customer tasks and development of MCS strategic approaches • Direct the activities of Principal Consultants, Senior Consultants, Consultants and Associate Consultants, and Sub-Contractors • Lead role in delivering technical presentations to customer • Participate in delivering technical presentations to customer staff • Participate in design review of information systems • Participate in project staffing decisions • Participate in strategic planning sessions with MCS Technical Project Manager and customer staff • Perform REJ and TCO Analysis • Provide key personal link to Microsoft technology groups 	\$311.58
FPT034	<p>Enterprise Support Consultant (ESC)</p> <p>General Experience: Five plus years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. Microsoft will have formally trained this individual in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.</p> <p>Functional Responsibilities: Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's degree or industry equivalent experience.</p> <ul style="list-style-type: none"> • Analyze technical requirements and develop effective technical solutions • Assist in conceiving architectural designs • Assist in delivering technical presentations to customer staff • Assist in the implementation of large systems including methodology, design approaches, and architectural and engineering considerations. • Design and write code as required for selected customer systems or • Assist in infrastructure design and deployment activities • Develop documentation on selected customer systems and objectives • Meet/interview customer to capture specific requirements in concise format • Perform in the role of Enterprise or Partner Strategy Consultant 	\$311.58

FPT035	<p>Enterprise Task Manager General Experience: Five to fifteen years demonstrated performance in related technology and project management. Experienced in business development and managing projects involving such complex networks, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.</p> <p>Functional Responsibilities: Lead Microsoft business contact for customers, and also coordinates and schedules project resources to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's or Masters degree or industry equivalent experience • Responsible for planning, executing, and controlling: Scope of project work, work objectives, and deliverables, development of duration estimates and schedule, development of cost estimates, performance management of scope, schedule, resources and cost, project infrastructure to support communications and information needs, use and reuse of Intellectual Capital, support practice management in benchmarking and lessons learned to identify best practice and process improvements, continuous management of risk and quality to meet/exceed conditions of satisfaction, thought leader in project management in one or more key lifecycle segments: opportunity, delivery or operations, strong people management skills to direct virtual teams.</p>	\$311.58
FPT036	<p>Premier Support Services - Designated Support Engineer (DSE) • Minimum 200 hours of DSE for a single named product for proactive and problem resolution services • Additional DSE beyond the 200 hour minimum • Minimum 100 hours of CRM or GP DSE for Dynamics named products for proactive and problem resolution services • Additional CRM or GP DSE beyond the 100 hour minimum • Rapid On Site Support (ROSS) Engineer • Non-Hostile zone deployed DSE hour • Hostile zone deployed DSE • Minimum 800 OCONUS-based DSE hours (European Theater only) • Additional OCONUS-based DSE hour beyond the 800 hour minimum (European Theater only)</p>	\$293.51
FPT037	<p>Premier Support Services Flex Hours Additional support hours for Premier Support Account Management, Support Assistance, and Premier Designated Support Engineer as necessary.</p>	\$293.51

TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM)

NOTE: If offering IT Professional Services with E-Commerce, use SIN 54151S and include the Terms and Conditions applicable to the IT Professional Services offered.

1. SCOPE

The prices, terms and conditions stated under Special Item Number 54151ECOM 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

- 3a. 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)
- 3b. 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 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- 3c. 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

- 6a. 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.
- 6b. 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 in the OEM specific Terms and Conditions.

The warranty shall commence upon the later of the following:

- 11a. Activation of the user's service
- 11b. 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

- 15a. Describe the electronic service plan and eligibility requirements.

- 15b. Describe charges, if any, for additional usage guideline

- 15c. Describe corporate volume discounts and eligibility requirements, if any.

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Ordering Activity	Date	Contractor	Date
			BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);

- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

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