GENERAL SERVICES ADMINISTRATION
MULTIPLE AWARD SCHEDULE
FEDERAL SUPPLY SERVICE
FEDERAL SUPPLY SCHEDULE PRICELIST

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

General Purpose Commercial Information Technology Equipment, Software and Services

FSC/PSC Class 7010 Information Technology Hardware
• Servers
FSC/PSC Class D305 IT and Telecom-Teleprocessing, Timeshare and Cloud Computing
• Cloud Computing
FSC/PSC Class D316
• IT Network Management Services

Special Item No: 33411 --- Purchase of New Equipment - Information Technology Hardware - SUBJECT TO COOPERATIVE PURCHASING
Special Item No: 518210C --- Cloud Computing – SUBJECT TO COOPERATIVE PURCHASING
Special Item No.: 54151S --- Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING

Contract number: GS35F032GA
Contract period: October 19, 2016 – October 18, 2024
SUPPLEMENT NO: PO-0011 October 14, 2020

Consolidated Computing, Inc.
380 Morehouse Road
Easton, CT 06612
http://www.consolidatedcomputing.com

Business size: Small

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
54151S: Section 211 of the E-Government Act of 2002 (the Act) amended the Federal Property and Administrative Services Act to allow for "Cooperative Purchasing." Cooperative Purchasing allows for the Administrator of General Services to provide states and localities access to certain items offered through the General Services Administration's (GSA's) Federal Supply Schedule 70, Information Technology (IT) Schedule contract. The information technology available to state and local governments includes automated data processing equipment (including firmware), software, supplies, support equipment, and services.
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 micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

CUSTOMER INFORMATION:

1a. Awarded SIN’s:
   33411 – Information Technology Purchase of New Equipment– Subject to Cooperative Purchasing
   IT Professional Services are described under the Terms and Conditions section. Net discounted prices in pricelist.
   518201C – Cloud Computing– Subject to Cooperative Purchasing
   IT Professional Services are described under the Terms and Conditions section. Net discounted prices in pricelist.
   54151S – Information Technology Professional Services – Subject to Cooperative Purchasing
   IT Professional Services are described under the Terms and Conditions section. Net discounted prices in pricelist.

1b. Lowest priced model numbers 33411-$1,127.05; 518201C- $259.95; 54151S-$185.89

1c. SIN 54151S IT Services are charged as a $185.89 Hourly Rates.

2. Maximum order: Each SIN’s under this contract is $500,000.

3. Minimum order: $100.00

4. Geographic coverage: 48 Contiguous States and the District of Columbia

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

6. Discounted Prices: listed herein are Net, Discount deducted.

7. Quantity discounts: SIN 54151S: 22% for minimum $70,000 or 400 hours per task order.

8. Prompt payment terms. Net 30, No Prompt Payment Discount. 9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items: None.

11a. Time of delivery: determined at the task order level.
11b. Expedited Delivery: determined at the task order level.

11c. Overnight and 2-day delivery: determined at the task order level.

11d. Urgent Requirements: determined at the task order level.

12. F.O.B. point: Destination

13a. Ordering address: Consolidated Computing, Inc.  
Attn: GSA SALES  
380 Morehouse Road  
Easton, CT 06612  
203-268-3455

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

14. Payment address: Same as Ordering Address

15. Warranty provision: Standard Commercial Warranty (see individual SIN)

16. Export packing: Not Applicable

17. Terms and conditions of Government purchase card acceptance: Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

18. Terms and conditions of rental, maintenance, and repair: Not Applicable

19. Terms and conditions of installation: See terms under SIN 33411

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: Not Applicable.

20a. Terms and conditions for other services: See SIN’s 33411, 518210C and 54151S

21. List of service and distribution points: Same as contracting office.

22. List of participating dealers: None

23. Preventive maintenance: None

24a. Special attributes such as environmental: None

24b. Section 508 compliance information: If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.dlt.com The EIT standard can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number: 808161462

26. Notification regarding registration in System for Award Management (SAM): Registration in System for Award Management (SAM) in lieu of FAR clause 52.204-7 is complete.

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)
Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter BPA's with ordering activities if:

(a) The period covered by such agreements shall not exceed the period of the contract including option year period(s)

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.
1. MATERIAL AND WORKMANSHIP
All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

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

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

4. INSTALLATION AND TECHNICAL SERVICES
a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges for such services are in the price schedule as part of 54151S, IT Professional Services:

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the 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.
c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its 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
a. Unless specified otherwise in this contract, the Contractor’s standard commercial warranty as stated in the contract’s commercial pricelist will apply to this contract as follows:

New Datto hardware Products are warranted against defects in materials and workmanship under normal use, handling and installation for a period of five years from the date of manufacture, regardless of the date of actual activation. In order to be eligible for warranty service, a Product must be enrolled in and current in payments for Service. The warranty does not extend to or include any third-party components or software included in the Product. Datto will at its option and expense (and as the sole remedy for breach of this
warranty) either (i) repair the Product using new or refurbished parts that are equivalent to new in performance and reliability; (ii) replace the Product with a Product that is new or formed from new and/or refurbished parts that are equivalent to new in performance and reliability; or (iii) issue a credit for the Product found by Datto to be defective during the warranty period. All warranty claims must be received by Datto within the warranty period.

Exclusions from Warranty - This warranty does not cover Products that have defects or failures resulting from 1) accident, neglect or abuse; 2) improper installation or maintenance; or 3) modifications, repairs, improvements, or any other changes to any software or hardware component of the Product that have not been authorized in writing by Datto. You are responsible for any costs incurred by Datto related to the foregoing exclusions

THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY WILL BE TO REPAIR, REPLACE, OR ISSUE A CREDIT FOR A DEFECTIVE PRODUCT AT DATTO'S OPTION. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY DATTO AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Warranty Return Procedure:
All warranty claims must be initiated by opening a Datto support ticket at support@datto.com and providing the serial number for the Product. After Datto authorizes the return and issues an RMA number, we will express ship either a replacement part or a replacement Product. The original Product or part must be returned to Datto within 30 days of shipment of the replacement Product or part or you will be charged for the replacement Product or part. If Datto determines after receipt of the original Product or part that there is “no defect found” or the defect is due to one of the exclusions listed above, you will be charged for the replacement part or the difference between the cost of the replacement Product and the value of the original returned Product. Device must be returned in adequate packaging, and if damage occurs while in shipment due to poor packaging, fees may be charged to Partner to cover damaged hardware. Any repaired or replacement Product will have the same warranty as set forth above for a period equal to the greater of (i) the balance of the existing warranty period for the original Product; or (ii) sixty (60) days.

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

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

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: support@datto.com for location.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT
See Price Table Listed within each SIN.

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).
1. SCOPE
The prices, terms and conditions stated under Special Item Number (SIN) 518210C Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

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

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 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 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

<table>
<thead>
<tr>
<th>SIN Description</th>
<th>Sub-Categories</th>
</tr>
</thead>
<tbody>
<tr>
<td>● Commercially available cloud computing services</td>
<td>1. <strong>Software as a Service (SaaS):</strong> Consumer uses provider’s applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available.</td>
</tr>
<tr>
<td>● Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics</td>
<td>2. <strong>Platform as a Service (PaaS):</strong> 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.</td>
</tr>
<tr>
<td>● Open to all deployment models (private, public, community or hybrid), vendors specify deployment models</td>
<td>3. <strong>Infrastructure as a Service (IaaS):</strong> Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.</td>
</tr>
</tbody>
</table>

Contractor 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

a. Service Description Requirements for Listing Contractors
See cloud service description associated with each hardware server model listed within the pricing section. Cloud service is priced as a monthly fee and can only be purchased for the hardware server models offered.

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

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

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

Table 2: Cloud Service Description Requirements

<table>
<thead>
<tr>
<th>#</th>
<th>Description Requirement</th>
<th>Reporting Type</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide a brief written description of how the proposed cloud computing services satisfies each individual essential NIST Characteristic</td>
<td>Mandatory</td>
<td>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.</td>
</tr>
<tr>
<td>2</td>
<td>Select NIST deployment models for the cloud computing service proposed.</td>
<td>Mandatory</td>
<td>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.</td>
</tr>
<tr>
<td>3</td>
<td>Optionally select the most appropriate NIST service model that will be the designated sub-category, or may select</td>
<td>Optional</td>
<td>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</td>
</tr>
</tbody>
</table>
### b. Pricing of Cloud Computing Services

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

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

### 3. RESPONSIBILITIES OF THE CONTRACTOR

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

**a. Acceptance Testing**

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

**b. Training**

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

**c. Information Assurance/Security Requirements**

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

**d. Related Professional Services**

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

**e. Performance of Cloud Computing Services**

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

The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

**a. Reporting**

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.
In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

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

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

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

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

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

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

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

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

g. Privacy
The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122 and OMB memos M-06-16 and M-07-16. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

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

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

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

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

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

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
6 OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information
The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

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

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

**k. Service Location Distribution**

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

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

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

**l. Related Professional Services**

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

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

**5. GUIDANCE FOR CONTRACTORS**

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

Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-1457.

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

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

Both service and deployment model designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection.

**a. NIST Essential Characteristics**

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Capability</th>
<th>Guidance</th>
</tr>
</thead>
</table>
| On-demand self-service | • Ordering activities can directly provision services without requiring Contractor intervention.  
                          | • This characteristic is typically implemented via a service console or programming interface for provisioning | Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or annual payments on what are essentially on demand services. 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:  
                          | • Ordering activities must specify their procurement approach and requirements for on-demand service  
                          | • Contractors must propose how they intend to meet the approach  
<pre><code>                      | • Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available. |
</code></pre>
<table>
<thead>
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<tbody>
<tr>
<td>Access</td>
<td>are able to access services over significant qualification and in relation to the deployment model and security domain of the service.</td>
<td>• 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.</td>
</tr>
<tr>
<td></td>
<td>Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones.</td>
<td></td>
</tr>
<tr>
<td>Resource Pooling</td>
<td>• Pooling distinguishes cloud services from offsite hosting.</td>
<td>• The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them.</td>
</tr>
<tr>
<td></td>
<td>• Ordering activities draw resources from a common pool maintained by the Contractor.</td>
<td>• 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.</td>
</tr>
<tr>
<td></td>
<td>• Resources may have general characteristics such as regional location.</td>
<td>• Similar concerns apply to software and platform models; automated provisioning from a pool is required.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 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.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rapid Elasticity</td>
<td>• Rapid provisioning and de-provisioning commensurate with demand.</td>
<td>• Rapid elasticity is a specific demand-driven case of self-service.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Procurement guidance for on-demand self-service applies to rapid elasticity as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually negotiate other contractual arrangements for procurement and payment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• ‘Rapid’ should be understood as measured in minutes and hours, not days or weeks.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required.</td>
</tr>
<tr>
<td>Characteristic</td>
<td>Capability</td>
<td>Guidance</td>
</tr>
<tr>
<td>---------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Automated</td>
<td>• Automated elasticity which is driven dynamically by system load, etc. is</td>
<td>• 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.</td>
</tr>
<tr>
<td>elasticity</td>
<td>optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.</td>
<td></td>
</tr>
<tr>
<td>Measured</td>
<td>• Measured service should be understood as a reporting requirement that</td>
<td>• 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.</td>
</tr>
<tr>
<td>Service</td>
<td>enables an Ordering Activity to control their use in cooperation with self</td>
<td>• 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.</td>
</tr>
<tr>
<td></td>
<td>service</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Contractors must specify that measured service is available and the general sort of metrics and mechanisms available</td>
<td></td>
</tr>
</tbody>
</table>

**Inheriting Essential Characteristics**

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

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

**Assessing Broad Network Access**

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

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

b. NIST 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 services of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

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

For example, in this SIN an offering commercially marketed by a Contractor as “Storage as a Service” would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as “LAMP as a Service” or “Database as a Service” would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as “Travel Facilitation as a Service” or “Email as a Service” would be properly characterized as species of Software as a Service (SaaS) for this SIN. However, Contractors can and should include appropriate descriptions (include commercial marketing terms) of the service in the full descriptions of the service’s capabilities.

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

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

2) **Primary Focus of the Service.** Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation, the Contractor should select the service model that is their primary focus. Alternatively, contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.
3) **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity’s primary actual consumer or operator of the service. For example, services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.

4) **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

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

The guidance in Table 3 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

**Table 3: Guidance on Mapping to NIST Service Models**

<table>
<thead>
<tr>
<th>Service Model</th>
<th>Guidance</th>
</tr>
</thead>
</table>
| Infrastructure as a Service (IaaS)     | Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices.  
                                         |   • 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.  
                                         | Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks.  
                                         | 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.  
| Platform as a Service (PaaS)           | Select a PaaS model for service based equivalents of complete or partial software                                                         |
Service Model | Guidance
---|---
(PaaS) con’t 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.

- A complete platform can deploy an entire application. Complete platforms can be proprietary or open source.
- Partial platforms can deploy a component of an application which combined with other components make up the entire deployment.
- PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service.
- The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service.
- A limited range of configuration options for the platform service may be available.

Examples of complete PaaS services include:

- A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application,
- A Windows .Net platform ready to deploy a .Net application,
- A custom complete platform ready to develop and deploy a customer application in a proprietary language,
- A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services.

The essential characteristic of a complete PaaS is defined by the customer’s ability to deploy a complete custom application directly on the platform.

PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:

- A database service ready to deploy a customer’s tables, views and procedures,
- A queuing service ready to deploy a customer’s message definitions,
- A security service ready to deploy a customer’s constraints and target applications for continuous monitoring.

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
## Service Model Guidance

### common:

- They are software services, which offer significant core functionality out of the box
- They must be configured with customer data and structures to deliver results

As noted in IaaS, operating systems represent a grey 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.

<table>
<thead>
<tr>
<th>Software as a Service (SaaS)</th>
<th>Select a SaaS model for service based equivalents of software applications.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting</td>
</tr>
<tr>
<td></td>
<td>• The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides.</td>
</tr>
</tbody>
</table>

Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users.

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.

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.
c. Deployment Model

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

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

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

Table 4: Guidance for Selecting a Deployment Model

<table>
<thead>
<tr>
<th>Deployment Model</th>
<th>Guidance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Cloud</td>
<td>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.</td>
</tr>
<tr>
<td>Public Cloud</td>
<td>The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.</td>
</tr>
<tr>
<td>Community Cloud</td>
<td>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.</td>
</tr>
<tr>
<td>Hybrid Cloud</td>
<td>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.</td>
</tr>
</tbody>
</table>
1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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

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

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
   a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
      (1) Cancel the stop-work order; or
      (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
   b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
      (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default,

the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. **INSPECTION OF SERVICES**


7. **RESPONSIBILITIES OF THE CONTRACTOR**

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

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

9. **INDEPENDENT CONTRACTOR**

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

10. **ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

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

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

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

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

11. **INVOICES**

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

Invoices shall be submitted monthly for recurring services performed during the preceding month.

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

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

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

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

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

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

SENIOR VMWARE (VIRTUALIZATION) ENGINEER:

- VMware Certified, experienced with vSphere ESXi 3/4/5/5.5/6.0
- Experience with VMware View 3.0-6.0 (Linked Clones, Floating/Persistent Pools)
- Experience with VMware Persona management
- Experience with other profile management tools (Liquidware, Appsense, RES)
- Experience with VDI Assessment Tools (Liquidware, Lakeside Software, Quest)
- Experience with VMware Site Recovery Manager
- Experience with VMware vCloud Director / vCloud Connector
- Experience with VMware vCenter Operations Manager

Additional Certifications:
VCP, VCAP-DCA, VCAP-DCD, VCP-DT all preferred

Minimum Experience:
5 Years

Minimum Education:
4 Years college, BA/BS degree

SENIOR NETWORK ENGINEER:

- Experienced in networking including data center support with the following: VPN’s, Load Balancers, Firewalls, DNS, Routers, Switches.
- Responsible for providing expert level planning and engineering of networks to support voice and data applications.
- Responsible for project management of major engineering initiatives as well as generating detailed engineering documentation to support the installation, configuration, and ongoing operations of the network.
- Analyze, troubleshoot, and resolve complex technical problems that impact network reliability and performance.
- Provide expert-level design and engineering for major infrastructure projects.
- Maintain and update engineering records including network maps, fiber documentation, pole attachment databases, and easement records.
- Design underlying networks to support data, voice and video applications.
- Participate in vendor selection process for new networks technology hardware, software and services.
- Develop Bill of Materials and detailed project plans for all assigned projects.
- Serve as an escalation point for network issues that cannot be resolved within the Operations department.
- Analyze, troubleshoot, and resolve complex technical problems that impact infrastructure.
- Support of a data center and local & remote networks.
- Ability to debug and analyze network data to determine issues with the network prior to becoming an issue.
- Familiar with using a VPN connection to gather data and support.
- Excellent Analytical and problem-solving skills.
- Very good oral presentation skills and written communication skills for providing documentation to customers.
- Ability to work as part of a team and/or work independently on complex tasks with little supervision and management oversight.
- Fluent in MS Office programs such as Word, Excel, and PowerPoint.

Additional Certifications:
Advanced Certification: HP, Extreme Networks, Dell Networking, Fortinet, Juniper, Cisco CCNP, CCIE, etc., IA Baseline Certification, Computing Environment Certification (CEC)

Minimum Experience:
5 Years

Minimum Education:
4 Years college, BA/BS Degree
SENIOR DATTO BACKUP ENGINEER:

- Experience Setting up a Datto Device.
- Familiar with Device Configuration and Prerequisites for SIRIS™ and ALTO™ Datto NAS™ GenISIS™ Node™.
- Datto Web Console
  - Setup & Configure Device Overview for SIRIS & ALTO, Protect Datto, NAS™ Shares Synchronization.
  - Train how to Restore & Configure from Backups.
- Datto Portal
  - Train to monitor Devices & Backups, Administration Support.
- VSS Explained & Configured
  - VSS Providers List VSS Writers State of VSS Writers List of Common Writers Microsoft VShadow Common VSS Services.
- Restoration
  - File & Folder Restores, using USB, BMR, VMR, ShadowProtect BMR.
- Application Restoration
  - Training to backup: Oracle 10g & 11g, Exchange, SQL applications.
- Virtualization
  - Training on Local Virtualization, Hybrid Virtualization™ & Cloud Virtualization.
- The Datto Cloud
  - Training for: Encryption, Sync Methods, Roundtrip and HIPAA.
- Software Integrations
  - Train & Configure Backup of: Email Alerting, RMM & SNMP, ConnectWise, Kaseya, Autotask, Level Platforms.

Additional Certifications:
3 Day Onsite Datto Training

Minimum Experience:
5 Years

Minimum Education:
4 Years college, BA/BS Degree

SENIOR MICROSOFT ENGINEER

- Proficient in managing, installing, and configuring Windows Server 2008 or 2012, Datacenter.
- Experience managing virtual machines using VMware or Hyper-V and administering Active Directory, DNS, or Certificate Management.
- Experience in administering, installing, and configuring .Net applications using IIS and managing and administering Microsoft SQL Server 2008 or 2012, High Availability and Disaster Recovery
- working with Systems Center Configuration Manager (SCCM) and Systems Center Operations Manager (SCOM).
- Leading an infrastructure or system administration team with infrastructure capacity planning and design for Microsoft products.
- Deploying and administering Active Directory Federation Services (ADFS), Microsoft SharePoint or Microsoft Dynamics CRM.
- Proficient with IaaS, PaaS, or SaaS projects.
- Experience with Infrastructure Optimization, including SAN, Hypervisor, Operating System, Network, and SQL.
- Fluent in MS Office programs such as Word, Excel, and PowerPoint, Office365 Ability to obtain a security clearance.

Additional Certifications:
Microsoft Certified Solutions Expert (MCSE) Certification

Minimum Experience:
5 Years

Minimum Education:
4 Years college, BA/BS Degree
SENIOR SERVER/STORAGE ENGINEER:

- Experience installing and configuring HP, Dell, Lenovo, Cisco Servers, as well as 3PAR, P4000, MSA - Dell Compellent and EqualLogic, PureStorage, SimpliVity, EMC – VNX, Nutanix storage systems.
- Experience supporting a 24x7 mission critical production environments.
- Proficiency with system resource management (optimizing memory, storage, I/O on shared virtual machines, etc.).
- Experience with VMware & HP Virtual Server & Storage technologies.
- Experience working with High Availability systems as well as with SAN and NAS.
- Experience with Cloud based systems.
- Implement domain models and zoning for dual fabrics and install, configure, diagnose and monitor SAN hardware and applications.
- Monitor SAN using various methods.
- Allocating storage as required.
- Troubleshoot Storage Area Network (SAN) performance issues.
- Knowledge of security fundamentals and best practices and understanding of their impact on system and network reliability.
- Excellent troubleshooting skills.
- Experience prioritizing daily tasks and longer-term projects, while defining process improvements.
- Excellent communication and customer service skills (both written and oral, for both technical and non- technical people).
- Exceptional problem-solving skills with an obsessive attention to detail. Superb self-management skills.

Additional Certifications:
- HP, Dell Training and Certification

Minimum Experience:
- 5 Years

Minimum Education:
- 4 Years college, BA/BS Degree

NOTE 1: Where indicated within the specific labor category descriptions, relevant work experience is an acceptable substitute for education requirements listed in the job descriptions and job postings for roles within Consolidated Computing. In certain instances, specific licenses or certifications are a requirement and is stated in the job description or job posting. (Example: BA or BS college degree preferred. Related work experience may be substituted for educational requirements.)

NOTE 2: The Service Contract Act (SCA) is applicable to this contract. While no specific labor categories have been identified as being subject to SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29CRF 5413.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If and/or when the Contractor adds SCA labor categories / employees to the contract through the modification process, the Contractor must inform the Contracting Officer and establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and applicable wage determination (WD) number. Failure to do so may result in cancellation of the contract.
## SIN 54151S PROFESSIONAL SERVICES LABOR RATES:

<table>
<thead>
<tr>
<th>SIN:</th>
<th>SERVICE</th>
<th>MINIMUM EDUCATION/ CERTIFICATION LEVEL</th>
<th>MINIMUM YEARS OF EXPERIENCE</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Senior Vmware (Virtualization) Engineer</td>
<td>BA/BS Degree w/(VCP) Virtual Certified Professional</td>
<td>5</td>
<td>$185.89</td>
</tr>
<tr>
<td>54151S</td>
<td>Senior Network Engineer</td>
<td>BA/BS Degree w/A+ Certification</td>
<td>5</td>
<td>$185.89</td>
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<tr>
<td>54151S</td>
<td>Senior Datto Backup - Systems Engineer</td>
<td>BA/BS Degree w/Datto Training Certification</td>
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<tr>
<td>54151S</td>
<td>Senior Microsoft Engineer</td>
<td>BA/BS Degree w/(MCSE) Microsoft Certified Systems Engineer</td>
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<td>$185.89</td>
</tr>
<tr>
<td>54151S</td>
<td>Senior Server/Storage Engineer</td>
<td>BA/BS Degree w/HP, Dell Training Certification</td>
<td>5</td>
<td>$185.89</td>
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</table>

**Note:** All pricing offered is fully burdened, Domestic Only, At Customer or Contractor Facility and does not contain travel or expense costs.
## SIN 33411: DATTO SERVER HARDWARE:

<table>
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<tr>
<th>SKU</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>GSA NET PRICE</th>
<th>WARRANTY</th>
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<tbody>
<tr>
<td>S4-B1</td>
<td>S4-B1 DATTO SIRIS 4 BUSINESS LINE</td>
<td>S4-B1 - DATTO SIRIS 4 BUSINESS 1 TB BACKUP APPLIANCE, INTEL XEON D2123IT, 32 GB, 3 X 500 GB RAID 5, 2 X 1GBE, 240 GB SSD OS DRIVE, DESKTOP CHASSIS, 250W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-B1 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
<td>EACH</td>
<td>$2,195.49</td>
<td>5 YR</td>
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<tr>
<td>S4-B2</td>
<td>S4-B2 DATTO SIRIS 4 BUSINESS LINE</td>
<td>S4-B2 - DATTO SIRIS 4 BUSINESS 2 TB BACKUP APPLIANCE, INTEL XEON D2123IT, 32 GB, 3 X 1 TB RAID 1, 2 X 1GBE, 240 GB SSD OS DRIVE, DESKTOP CHASSIS, 250W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-B2 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
<td>EACH</td>
<td>$2,725.24</td>
<td>5 YR</td>
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<tr>
<td>S4-B3</td>
<td>S4-B3 DATTO SIRIS 4 BUSINESS LINE</td>
<td>S4-B3 - DATTO SIRIS 4 BUSINESS 3 TB BACKUP APPLIANCE, INTEL XEON D2123IT, 32 GB, 4 X 1 TB RAID 1, 2 X 1GBE, 240 GB SSD OS DRIVE, DESKTOP CHASSIS, 250W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-B3 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
<td>EACH</td>
<td>$3,285.58</td>
<td>5 YR</td>
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<td>Model</td>
<td>Description</td>
<td>Configuration</td>
<td>Price</td>
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<td>S4-P2</td>
<td>S4-P2 DATTO SIRIS 4 PROFESSIONAL LINE</td>
<td>S4-P2 - DATTO SIRIS 4 PROFESSIONAL 2 TB BACKUP APPLIANCE, INTEL XEON D2143IT, 32 GB, 2 X 2 TB RAID 1, 2 X 10GBE, 240 GB SSD OS DRIVE, 1U, 400W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-P2 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
<td>$3,634.58</td>
<td>5 YR</td>
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<td>S4-P4</td>
<td>S4-P4 DATTO SIRIS 4 PROFESSIONAL LINE</td>
<td>S4-P4 - DATTO SIRIS 4 PROFESSIONAL 4 TB BACKUP APPLIANCE, INTEL XEON D2143IT, 48 GB, 2 X 4 TB RAID 1, 2 X 10GBE, 240 GB SSD OS DRIVE, 1U, 400W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-P4 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
<td>$4,357.60</td>
<td>5 YR</td>
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<td>S4-P6</td>
<td>S4-P6 DATTO SIRIS 4 PROFESSIONAL LINE</td>
<td>S4-P6 - DATTO SIRIS 4 PROFESSIONAL 6 TB BACKUP APPLIANCE, INTEL XEON D2143IT, 48 GB, 2 X 6 TB RAID 1, 2 X 10GBE, 240 GB SSD OS DRIVE, 1U, 400W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-P6 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
<td>$5,088.97</td>
<td>5 YR</td>
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<td>S4-P10</td>
<td>S4-P10 DATTO SIRIS 4 PROFESSIONAL LINE</td>
<td>S4-P10 - DATTO SIRIS 4 PROFESSIONAL 10 TB BACKUP APPLIANCE, INTEL XEON D2143IT, 48 GB, 2 X 12 TB RAID 5, 2 X 10GBE, 240 GB SSD OS DRIVE, 1U, 400W PS, ONE MONTH</td>
<td>$6,484.96</td>
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<td>S4-E6</td>
<td>S4-E6 DATTO SIRIS 4 ENTERPRISE LINE</td>
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<td>S4-E12 DATTO SIRIS 4 ENTERPRISE LINE</td>
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<td>Included in Kit</td>
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<td>S4-E24</td>
<td>S4-E24 DATTO SIRIS 4 ENTERPRISE LINE</td>
<td>S4-E24 - DATTO SIRIS 4 ENTERPRISE 24 TB BACKUP APPLIANCE, (2X) INTEL XEON SILVER 4214, 64 GB, 6 X 8 TB RAID 6, 2 X 10GBE, 240 GB SSD OS DRIVE, 2U, 2 X 800W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-E24 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
<td>EACH</td>
<td>$17,095.31</td>
<td>5 YR</td>
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<td>S4-E36</td>
<td>S4-E36 DATTO SIRIS 4 ENTERPRISE LINE</td>
<td>S4-E36 - DATTO SIRIS 4 ENTERPRISE 36 TB BACKUP APPLIANCE, (2X) INTEL XEON SILVER 4216, 96 GB, 9 X 6 TB RAID 6, 2 X 10GBE, 240 GB SSD OS DRIVE, 2U, 2 X 800W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-E36 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
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<td>$20,201.53</td>
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<td>S4-E48</td>
<td>S4-E48 DATTO SIRIS 4 ENTERPRISE LINE</td>
<td>S4-E48 - DATTO SIRIS 4 ENTERPRISE 48 TB BACKUP APPLIANCE, (2X) INTEL XEON SILVER 4216, 120 GB, 12 X 6 TB RAID 6, 2 X 10GBE, 240 GB SSD OS DRIVE, 2U, 2 X 800W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-E48 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
<td>EACH</td>
<td>$28,323.02</td>
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<td>Model</td>
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<td>Duration</td>
<td>Location</td>
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<td>S4-E60</td>
<td>S4-E60 DATTO SIRIS 4 ENTERPRISE LINE DATTO SIRIS 4 ENTERPRISE 60 TB BACKUP APPLIANCE, (2X) INTEL XEON GOLD 5218, 256 GB, 8 X 12 TB RAID 6, 2 X 10GBE, 240 GB SSD OS DRIVE, 2U, 2 X 800W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-E60 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
<td>$38,256.24</td>
<td>5 YR</td>
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<td>S4-E80</td>
<td>S4-E80 DATTO SIRIS 4 ENTERPRISE LINE DATTO SIRIS 4 ENTERPRISE 80 TB BACKUP APPLIANCE, (2X) INTEL XEON GOLD 5218, 512 GB, 10 X 12 TB RAID 6, 2 X 10GBE, 240 GB SSD OS DRIVE, 2U, 2 X 800W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-E80 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
<td>$46,779.57</td>
<td>5 YR</td>
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<td>S4-E100</td>
<td>S4-E100 DATTO SIRIS 4 ENTERPRISE LINE DATTO SIRIS 4 ENTERPRISE 100 TB BACKUP APPLIANCE, (2X) INTEL XEON GOLD 6240, 512 GB, 12 X 12 TB RAID 6, 2 X 10GBE, 240 GB SSD OS DRIVE, 2U, 2 X 800W PS, ONE MONTH INFINITE CLOUD BACKUP SERVICE INCLUDED. NOTE: CONTINUING MONTHLY SERVICE PURCHASE REQUIRED &quot;DATTO S4-E100 INFINITE CLOUD BACKUP&quot; UNDER 518210C.</td>
<td>$50,708.92</td>
<td>5 YR</td>
<td>US</td>
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</table>
INFINITE CLOUD RENTENTION AND LOCAL BACKUP SERVICE:

Infinite Cloud Retention provides an unlimited amount of cloud storage for incremental data backups for a flat monthly rate. Backups will be maintained and available for as long as you continue to pay for uninterrupted Infinite Cloud service related to a product instance of at least the same size/capacity used for the same system with respect to which the backups were originally created. Automatic consolidation of incremental backup recovery points is applied on a rolling basis as shown below.

Consolidation of Incremental Backups: Takes Place After:

<table>
<thead>
<tr>
<th>Intra-dailies to Dailies</th>
<th>7 Days</th>
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</thead>
<tbody>
<tr>
<td>Dailies to Weeklies</td>
<td>2 Weeks</td>
</tr>
<tr>
<td>Weeklies to Monthlies</td>
<td>6 Weeks</td>
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</tbody>
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<table>
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<tr>
<th>SKU</th>
<th>NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>GSA NET PRICING</th>
<th>COO</th>
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</thead>
<tbody>
<tr>
<td>S-3X1-INFINITE-MO</td>
<td>DATTO S-3X1 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP SERVICE FOR ON-SITE SERVER MODEL S-3X1 - INCLUDES 1TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED RETENTION. BACKUP SOFTWARE, REPLICATION, DATA-DEDUPLICATION, ENCRYPTION, ON-DEMAND SCALING. <strong>NOTE: ONLY SOLD WITH “S-3X1” HARDWARE PURCHASE UNDER SIN 33411.</strong></td>
<td>MONTHLY</td>
<td>$257.35</td>
<td>US</td>
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<tr>
<td>S-3X2-INFINITE-MO</td>
<td>DATTO S-3X2 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP SERVICE FOR ON-SITE SERVER MODEL S-3X2 - INCLUDES 2TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED RETENTION. BACKUP SOFTWARE, REPLICATION, DATA-DEDUPLICATION, ENCRYPTION, ON-DEMAND SCALING.</td>
<td>MONTHLY</td>
<td>$419.93</td>
<td>US</td>
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<td>Model</td>
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<tr>
<td>S-3B500-</td>
<td>DATTO S-3B500 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP SERVICE FOR ON-SITE SERVER MODEL S-3B500 -</td>
<td>MONTHLY</td>
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<td>INFINITE-MO</td>
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<td>INCLUDES 500GB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED</td>
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<td>SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED</td>
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<td>RETENTION. BACKUP SOFTWARE, REPPLICATION, DATA-DEDUPLICATION,</td>
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<td>ENCRYPTION, ON-DEMAND SCALING.</td>
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<td>NOTE: ONLY SOLD WITH “S-3B500” HARDWARE PURCHASE UNDER SIN 33411.</td>
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<td>S4-B1-</td>
<td>DATTO S4-B1 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP CONTINUING SERVICE FOR ON-SITE SERVER MODEL S4-</td>
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<td>INFINITE-MO</td>
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<td>B1 INCLUDES 1TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED</td>
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<td>SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED</td>
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<td>RETENTION. BACKUP SOFTWARE, REPPLICATION, DATA-DEDUPLICATION,</td>
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<td>ENCRYPTION, ON-DEMAND SCALING. INCLUDES SYSTEM MONITORING BY</td>
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<td>CONSOLIDATED COMPUTING. NOTE: ONLY SOLD WITH &quot;S4-B1” HARDWARE PURCHASE</td>
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<tr>
<td>S4-B2-</td>
<td>DATTO S4-B2 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP CONTINUING SERVICE FOR ON-SITE SERVER MODEL S4-</td>
<td>MONTHLY</td>
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<tr>
<td>INFINITE-MO</td>
<td></td>
<td>B2 INCLUDES 2TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED</td>
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<td>SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED</td>
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<td>RETENTION. BACKUP SOFTWARE, REPPLICATION, DATA-DEDUPLICATION,</td>
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<td>ENCRYPTION, ON-DEMAND SCALING.</td>
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<tr>
<td>Model</td>
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<td>Price</td>
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<td>S4-B3-INFINITE-MO</td>
<td>DATTO S4-B3 INFINITE CLOUD BACKUP</td>
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<td>S4-P2-INFINITE-MO</td>
<td>DATTO S4-P2 INFINITE CLOUD BACKUP</td>
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<td>S4-P4-IM</td>
<td>DATTO S4-P4 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP CONTINUING SERVICE FOR ON-SITE SERVER MODEL S4-P4 INCLUDES 4TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED RETENTION. BACKUP SOFTWARE, REPLICATION, DATA-DEDUPLICATION, ENCRYPTION, ON-DEMAND SCALING. INCLUDES SYSTEM MONITORING BY CONSOLIDATED COMPUTING. NOTE: ONLY SOLD WITH &quot;S4-P2&quot; HARDWARE PURCHASE UNDER SIN 33411.</td>
<td>MONTHLY</td>
<td>$777.25</td>
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<tr>
<td>S4-P6-IM</td>
<td>DATTO S4-P6 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP CONTINUING SERVICE FOR ON-SITE SERVER MODEL S4-P6 INCLUDES 6TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED RETENTION. BACKUP SOFTWARE, REPLICATION, DATA-DEDUPLICATION, ENCRYPTION, ON-DEMAND SCALING. INCLUDES SYSTEM MONITORING BY CONSOLIDATED COMPUTING. NOTE: ONLY SOLD WITH &quot;S4-P4&quot; HARDWARE PURCHASE UNDER SIN 33411.</td>
<td>MONTHLY</td>
<td>$1,133.20</td>
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<tr>
<td>S4-P10-IM</td>
<td>DATTO S4-P10 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP CONTINUING SERVICE FOR ON-SITE SERVER MODEL S4-P10 INCLUDES 10TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED RETENTION. BACKUP SOFTWARE, REPLICATION,</td>
<td>MONTHLY</td>
<td>$1,416.85</td>
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<tr>
<th>Plan Code</th>
<th>Code Description</th>
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<tr>
<td>S4-E6-INF</td>
<td>S4-E6 INFINITE CLOUD Backup</td>
<td>DATTO INFINITE BACK UP CONTINUING SERVICE FOR ON-SITE SERVER MODEL S4-E6 INCLUDES 6TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED RETENTION. BACKUP SOFTWARE, REPLICATION, DATA-DEDUPLICATION, ENCRYPTION, ON-DEMAND SCALING. INCLUDES SYSTEM MONITORING BY CONSOLIDATED COMPUTING. NOTE: ONLY SOLD WITH &quot;S4-E6&quot; HARDWARE PURCHASE UNDER SIN 33411.</td>
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<tr>
<td>S4-E12-INF</td>
<td>S4-E12 INFINITE CLOUD Backup</td>
<td>DATTO INFINITE BACK UP CONTINUING SERVICE FOR ON-SITE SERVER MODEL S4-E12 INCLUDES 12TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED RETENTION. BACKUP SOFTWARE, REPLICATION, DATA-DEDUPLICATION, ENCRYPTION, ON-DEMAND SCALING. INCLUDES SYSTEM MONITORING BY CONSOLIDATED COMPUTING. NOTE: ONLY SOLD WITH &quot;S4-E12&quot; HARDWARE PURCHASE UNDER SIN 33411.</td>
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<tr>
<td>S4-E18-INF</td>
<td>S4-E18 INFINITE CLOUD Backup</td>
<td>DATTO INFINITE BACK UP CONTINUING SERVICE FOR ON-SITE SERVER MODEL S4-E18 INCLUDES 18TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED RETENTION. BACKUP</td>
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<td>$1,569.79</td>
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<td>$2000.83</td>
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<td>S4-E24- INFINITE-MO</td>
<td>DATTO S4-E24 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP CONTINUING SERVICE FOR ON-SITE SERVER MODEL S4-E24 - INCLUDES 24TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED RETENTION. BACKUP SOFTWARE, REPLICATION, DATA-DEDUPLICATION, ENCRYPTION, ON-DEMAND SCALING. INCLUDES SYSTEM MONITORING BY CONSOLIDATED COMPUTING. NOTE: ONLY SOLD WITH &quot;S4-E18&quot; HARDWARE PURCHASE UNDER SIN 33411.</td>
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<td>S4-E36- INFINITE-MO</td>
<td>DATTO S4-E36 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP CONTINUING SERVICE FOR ON-SITE SERVER MODEL S4-E36 - INCLUDES 36TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED RETENTION. BACKUP SOFTWARE, REPLICATION, DATA-DEDUPLICATION, ENCRYPTION, ON-DEMAND SCALING. INCLUDES SYSTEM MONITORING BY CONSOLIDATED COMPUTING. NOTE: ONLY SOLD WITH &quot;S4-E24&quot; HARDWARE PURCHASE UNDER SIN 33411.</td>
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<td>S4-E48- INFINITE-MO</td>
<td>DATTO S4-E48 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP CONTINUING SERVICE FOR ON-SITE SERVER MODEL S4-E48 - INCLUDES 48TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OSX, AND LINUX AGENTS, UNLIMITED</td>
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<td>Plan Code</td>
<td>Description</td>
<td>Monthly Cost</td>
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<td>S4-E60-MO</td>
<td>DATTO S4-E60 INFINITE CLOUD BACKUP</td>
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<td>DATTO S4-E80 INFINITE CLOUD BACKUP</td>
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<td>DATTO S4-E100 INFINITE CLOUD BACKUP</td>
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<td>S-3E120000-INFINITE-MO</td>
<td>DATTO S-3E120000 INFINITE CLOUD BACKUP</td>
<td>DATTO INFINITE BACK UP SERVICE FOR ON-SITE SERVER MODEL S-3E120000 - INCLUDES 120TB LOCAL STORAGE AND UNLIMITED CLOUD STORAGE, UNLIMITED SYSTEM LICENSES FOR WINDOWS, MAC OS X, AND LINUX AGENTS, UNLIMITED RETENTION. BACKUP SOFTWARE, REPLICATION, DATA-DEDUPLICATION, ENCRYPTION, ON-DEMAND SCALING. NOTE: ONLY SOLD WITH “S-3E120000” HARDWARE PURCHASE UNDER SIN 33411.</td>
</tr>
<tr>
<td>NIST Characteristic - On-Demand Self-Service: Provide a brief written description of how the cloud service proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how self-service technical capability is met. Cloud Services offered are unlimited. All Datto server products offered incorporate an on-demand approach allowing the user to scale up or down without contractor intervention. Total data protection and business continuity solutions built for enterprise markets of every size, regardless of infrastructure are provided with scalable storage options, extremely fast recovery times, and 24/7/365 direct to tech support, you’re getting the very best that data protection has to offer. SIRIS 4 is the first fully featured total data protection platform delivered in one integrated package. Easily protect any physical, virtual and cloud infrastructure running on Windows, Mac or Linux, and spin up lost servers in seconds without the need for additional tools. Backup automatically on your schedule to a local device, and replicate backups to the Datto Cloud. Recover granular data quickly from multiple points in time, and use local virtualization, Datto Cloud virtualization—or both—to get back to business in minutes. Backups from Datto appliances can be virtualized locally on the Datto SIRIS or to the secure Datto Cloud, instantly, with the click of a button. Should a local disaster occur, a business can continue as usual in the Datto Cloud. Even while virtualized, systems can perform a normal backup schedule to both the Datto device and to the Datto Cloud. Inverse Chain Technology™ This proprietary technology eliminates broken backup chains. Each time a backup occurs on an appliance, data is converted directly into a virtual machine, with the most recent backup image always being the base image. Data is always available immediately, both on and off-site. Ransomware detection: Datto has announced the first ransomware detection feature as part of the SIRIS Total Data Protection platform. Ransomware, like most illicit software, leaves an identifiable footprint as it takes over a server, PC or laptop. Datto devices actively monitor backups, and when a ransomware footprint is detected, SIRIS notifies admins that they have a likely ransomware attack on their hands. From there, recovery is simply a matter of restoring from a previous backup. This is the combination of instant off-site virtualization and the single click connectivity of instant local virtualization. On-premise servers are protected on Datto appliances and mirrored automatically to the Datto Cloud, improving fault tolerance while reducing the reliance on bandwidth speed. Restoration involves booting the node in the cloud and managing it using local hardware.</td>
<td>Yes</td>
<td></td>
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<tr>
<td>1.1.2 NIST Characteristic - Broad Network Access: Provide a brief written description of how the cloud service proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how network access is provided. Datto SIRIS 4 is the only backup, recovery, and business continuity solution to offer instant local and off-site virtualization, Screenshot Backup Verification™, and Backup Insights™ all from one simple management interface.</td>
<td>Yes</td>
<td></td>
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</table>
SIRIS 4 APPLIANCE Datto’s purpose-built SIRIS 4 high-performance appliances are tailored to the specific requirements of the SIRIS solution and packed with the latest generation of components. Each comes complete with multiple 10 gigabit Ethernet interfaces, the latest generation of multicore Intel XEON CPUs and DDR4 memory for increased performance as well as IPMI for remote lights-out management. Built and unit-tested by Datto, all devices come with a standard 5-year warranty. Storage capacity ranges from 500GB to 120TB, with field upgrades available to provide additional capacity as your business scales.

<table>
<thead>
<tr>
<th>NIST Characteristic - Resource Pooling:</th>
<th>Yes</th>
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<tbody>
<tr>
<td>Provide a brief written description of how the cloud service proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how resource pooling technical capability is met.</td>
<td>Yes</td>
</tr>
<tr>
<td>Geo Replication: In addition to the existing ability to geo replicate between North American (PA &gt; Utah and Toronto &gt; Calgary) data centers, customers now have the ability to apply geo redundancy policies to SIRIS backup images from UK and Frankfurt data centers to Iceland. Simply select geo redundancy on an SIRIS device, and a backup will be sent to the secondary datacenter automatically within the same region. If something happens in a disaster scenario and the primary data center is not available, the backup will be recoverable from the secondary data center.</td>
<td>Yes</td>
</tr>
<tr>
<td>Secure Controls: Datto’s American data centers are audited according to the Service Organization Control 2 (SOC2) reporting standards. The criteria for SOC audits are set forth by the American Institute of Certified Public Accountants. The Datto Cloud infrastructure resides in 9 colocation facilities worldwide, with 2 in the continental United States. US facilities are audited annually to maintain their SOC2 compliance. * Secure Management Datto’s Cloud Engineering team proactively monitors and maintains the servers of the Datto Cloud. This includes ensuring the health and optimization of hardware, overseeing OS updates, and conducting other necessary patching. The Datto Engineering team is on-call 24/7 to provide emergency support.</td>
<td>Yes</td>
</tr>
<tr>
<td>Encryption: Data remains protected by AES-256-bit encryption during the entire synchronization, storage, and replication process</td>
<td>Yes</td>
</tr>
<tr>
<td>Data Security: Datto Cloud Engineering’s access to node servers is granted via RSA SSH keys and two-factor authentication; Root permission is guarded by a robust 22-character minimum passcode</td>
<td>Yes</td>
</tr>
<tr>
<td>Physical Access: Physical access is guarded 24/7 by personnel, biometric scanning, and activity logging Redundant Data Centers for Datto SIRIS All US customer data that is protected by Datto SIRIS appliances and Disaster Recovery as a Service DRaaS have 90 days of backups automatically synchronized between the primary facility in Reading, Pennsylvania and the secondary location in Bluffdale, Utah. Data remains protected within the United States. All primary sites can provide users remote access to protected files and systems in the case of a disaster.</td>
<td>Yes</td>
</tr>
<tr>
<td>Reliable Infrastructure: Datto Cloud infrastructure within the United States resides within data centers where infrastructure components are fault-tolerant. This acts as a safeguard against the failure of any given piece of equipment required for data center functionality, infrastructure redundancy, and ensures that the Datto Cloud remains intact and operational.</td>
<td>Yes</td>
</tr>
</tbody>
</table>
1.1.4 **NIST Characteristic - Rapid Elasticity**: Provide a brief written description of how the cloud service proposed satisfies this NIST Characteristic. Attest capability and briefly describe how rapid elasticity technical capability is met.

Infinite Cloud Retention. SMB backup capacity requirements are notoriously difficult to predict. After all, in a large enterprise, a new application or data source only has minimal impact on overall backup volume requirements. In an SMB environment, on the other hand, even a single new IT system or resource can dramatically affect backup volume if it’s used intensively enough.

That unpredictability—combined with the fact that business data as a whole is growing at a rate of 60% or more annually—presents a quandary for MSPs and their SMB customers alike. Underestimate volume requirements, and you’ll have to scramble to increase infrastructure capacity and ratchet up your costs. Overestimate volume requirements, and you’ll overspend and reduce your ROI.

Hybrid cloud enables MSPs and SMBs to cope with this unpredictability in several ways. On-premise, it allows for the use of virtualization in order to adaptively and incrementally add capacity as needed for the local staging of the most current backups of the most current data, applications and server images. Off-premise, it gives SMBs access to as much capacity as they need—while also not locking them into excess capacity if they don’t need it.

Also, MSPs and SMBs can take advantage of retention-based pricing to keep monthly cloud backup costs predictable—even though the actual volume of data being protected in the cloud may not be. Bottom line: Hybrid cloud can adaptively accommodate unpredictable fluctuations in the volume of business data MSPs and SMBs must protect.

1.1.5 **NIST Characteristic - Measured Service**: Provide a brief written description of how the cloud service proposed satisfies this NIST Characteristic. Attest capability and briefly describe how measured service technical capability is met.

Research shows that a main reason a business may be apprehensive of cloud based backup and storage is that cloud pricing is difficult to understand. 43% have indicated the need
for more transparent pricing. A major advantage of the Datto cloud is that Datto built it, and it is structured specifically for the Channel, from bandwidth, speed and security, to pricing. Datto established Time-Based and Infinite Retention as a means to bill based on set time-frames versus trying to guess how many gigabytes a customer may need. It’s much easier for both the MSP and the customer.

Datto’s unique billing model takes the guesswork out of cloud billing. Storage for appliances is based on time-frames versus trying to estimate how many gigabytes a customer may need.

Infinite Cloud Retention: Need to keep more data for an extended time? Avoid limits like storage capacity maximums and lapsed storage contracts with Datto’s Infinite Cloud Retention Program. Maintain an ongoing contract with us, and keep your data on the Datto Cloud indefinitely. Perfect for long term archiving and organizations subject to regulatory requirements.

Agentless and Agent-based Backup: Datto SIRIS 4 supports both physical and virtual systems through agentless and agent-based backup. Agentless protection enables fast and easy pairing of any number of VMware systems or templates. Agent-based protection provides scalable backup for all of your physical devices.

1.2 Service Model: Optionally select the most appropriate NIST service model that will be the designated sub-category, or may select no sub-category. Contractor may select a single NIST Service model to sub-categorize the service. Sub-category selection is optional but recommended. Subcategories are IaaS, PaaS, SaaS. Select one and provide a brief description of how service fits model, per guidance.

IaaS
Storage as a Service” would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure.

IaaS providers are companies such as Datto that provide the most basic IT needs - servers, networking, and storage - on a usage-based payment model. Like Datto, they typically make heavy investments in data centers and other infrastructure, and then rent it out, allowing consumers to avoid investments of their own. Datto gives customers the flexibility to Size the hardware which best suits their needs which resides at the customer location as well as only charging for the amount of Cloud storage used.

1.3 Deployment Model: Provide the most appropriate deployment model associated with each proposed cloud service. The Contractor shall select at least one deployment model (e.g. Private Cloud, Public Cloud, Community Cloud, Hybrid Cloud) conforming to the definitions in The NIST Definition of Cloud Computing SP 800-145 page 3. Briefly describe how service meets each select model.

Datto uses a few deployment Models in providing their service.

Private Cloud: When Datto sells a Backup hardware appliance, there is an option to backup just to the appliance or to a second appliance at another location, for example a Town may choose to back up to a second device in a different building across the street. In essence, a Private Cloud. Private cloud is best for businesses with dynamic or unpredictable computing needs that require direct control over their environments.

Public Cloud: An alternative option is to back up to a Datto site for an additional expense. Public clouds share a computing
Hybrid Cloud: Using a combination of Private and Public clouds. In the case of Datto’s Total Data Protection Platform, the on-premise component of the architecture behaves like local Network Attached Storage (NAS), backing up data locally—while also performing deduplication, compression, file conversion and other appropriate operations. These operations reduce consumption of on- and off-site storage resources, minimize bandwidth requirements and compress both backup and restore times. The off-premise component of a hybrid cloud is typically provided on an as-a-service basis to the SMB, which means that the SMB does not have to bear the responsibility of managing it—and can pay for it on a subscription basis. For MSPs, the use of Datto’s cloud also eliminates operational responsibilities and provides powerful economies of scale. Also, the Datto cloud replicates customer data in multiple locations to ensure recoverability even in the event of even the most extreme local disaster.

A hybrid cloud solution like Datto’s Total Data Protection Platform safeguards business continuity for SMBs in two important ways:

1) It ensures that all data, applications and server images are safely stored off-site. Local backups aren’t much good in the event of a building fire or extreme local weather. With a hybrid solution, those contingencies won’t threaten an SMB—because everything of business value is safely ensconced in three locations: on-premise and in two remote cloud datacenters.

2) It allows data, applications and server images to be accessed from any failover location. Business continuity isn’t just about storing backups. It’s about spinning up failover systems as quickly as possible. With hybrid cloud backups, those failover systems can start running instantly on-premise hardware if the problem is just a device failure. But if a real disaster strikes, hybrid cloud allows an SMB to run its critical applications off virtual machines in the cloud—which users can access from branch offices, home PCs, laptops or any other authorized systems—until such time as normal IT operations can be restored.