



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

CONTRACT NUMBER: GS-35F-4543G

CONTRACT PERIOD: November 19, 2012 through March 31, 2017

DLT SOLUTIONS PRICE LIST IS VALID THROUGH MODIFICATION: PS1210

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

CONTRACTOR: DLT Solutions, LLC

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Herndon VA 20171
Phone number: 800-262-4358
Fax number: 866-708-6867
E-Mail: GWAC@dlt.com

CONTRACTOR'S ADMINISTRATION SOURCE:

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2411 Dulles Corner Park, Suite 800
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E-Mail: GWAC@dlt.com

BUSINESS SIZE: Large Business

CUSTOMER INFORMATION:

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

SIN	DESCRIPTION
Special Item No. 132-3	Leasing of Product
Special Item No. 132-8	Purchase of Equipment
Special Item No. 132-12	Maintenance, Repair Service and Repair Parts/Spare Parts
Special Item No. 132-32	Term Software Licenses
Special Item No. 132-33	Perpetual Software Licenses
Special Item No. 132-34	Maintenance of Software
Special Item No. 132-40	Cloud Computing Services
Special Item No. 132-50	Training Courses
Special Item No. 132-51	Information Technology Professional Services
Special Item No. 132-52	Electronic Commerce Services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

GSA SIN	Manufacturer	DLT Part #	MFG Part #	Price Per Item
132-8	Oracle America, Inc	9891-220614	7105511	\$ 0.85
132-12	Oracle America, Inc	9891-210182	7104208	\$ 10.63
132-32	Google	9901-1032	GAPPSGMAILLOEM1U1M	\$ 0.04
132-33	Informatica	9048-14133	0000010469-0011	\$ 0.01
132-34	Oracle America, Inc	9891-2587	L42077-SUPEBUS	\$ 0.01
132-40	Amazon Web Services	EC2USE-05140103	EC2USE-05140103	\$ 0.01
132-50	Symantec Corp.	14551299	14551299	\$ 1.50
132-51	DLT Solutions	DLTPS-SA-01	DLTPS-SA-01	\$ 80.60
132-52	Akamai Technologies, Inc.	9026-0031	100-108	\$ 0.01

1c. HOURLY RATES (Services only):

Part #	Labor Category	8/10/2015 - 8/10/2016 GSA Rate (W/ IFF)	8/11/2016 - 3/31/2017 GSA Rate (W/ IFF)
DLTPS-SA-01	System Administrator I	\$80.60	\$81.81
DLTPS-SA-02	System Administrator II	\$100.76	\$102.27
DLTPS-SA-03	System Administrator III	\$120.91	\$122.72
DLTPS-SA-04	System Administrator IV	\$146.10	\$148.29
DLTPS-SA-05	System Administrator V	\$213.60	\$216.81
DLTPS-PE-01	Project Engineer I	\$100.76	\$102.27
DLTPS-PE-02	Project Engineer II	\$120.91	\$122.72

DLTPS-PE-03	Project Engineer III	\$157.18	\$159.54
DLTPS-PE-04	Project Engineer IV	\$188.61	\$191.44
DLTPS-PE-05	Project Engineer V	\$226.34	\$229.73
DLTPS-ITA-01	IT Architect I	\$188.61	\$191.44
DLTPS-ITA-02	IT Architect II	\$226.34	\$229.73
DLTPS-ITA-03	IT Architect III	\$269.57	\$271.61
DLTPS-ITA-04	IT Architect IV	\$323.48	\$325.92
DLTPS-SME-01	Subject Matter Expert I	\$172.29	\$174.88
DLTPS-SME-02	Subject Matter Expert II	\$206.75	\$209.85
DLTPS-SME-03	Subject Matter Expert III	\$248.10	\$251.82
DLTPS-SME-04	Subject Matter Expert IV	\$297.72	\$302.19
DLTPS-SME-05	Subject Matter Expert V	\$354.59	\$357.27
DLTPS-PA-01	Project Assistant I	\$100.76	\$102.27
DLTPS-PM-01	Project Manager I	\$188.61	\$191.44
DLTPS-PM-02	Project Manager II	\$226.34	\$229.73
DLTPS-PM-03	Project Manager III	\$269.57	\$271.61
DLTPS-CS-01	Consultant I/Staff Consultant	\$164.63	\$167.10
DLTPS-CS-02	Consultant II/Senior Consultant	\$189.52	\$192.36
DLTPS-CS-03	Consultant III/Principal Consultant	\$231.64	\$235.11
DLTPS-CS-04	Consultant IV/Technical Manager	\$282.15	\$284.28
DLTPS-CS-05	Consultant V/Sr. Technical Director	\$399.95	\$402.97

<i>Part #</i>	<i>Labor Category</i>	<i>1/1/2015 - 12/31/2015 GSA Rate (W/ IFF)</i>	<i>1/1/2016 - 12/31/2016 GSA Rate (W/ IFF)</i>	<i>1/1/2017 - 3/31/2017 GSA Rate (W/ IFF)</i>
DLT001	Installation Engineer	\$205.80	\$210.12	\$214.53
DLT002	Systems Engineer	\$129.85	\$132.58	\$135.36
DLT003	Sr. Systems Engineer	\$148.22	\$151.33	\$154.51
DLT004	Application Developer	\$101.67	\$103.81	\$105.98
DLT005	Sr. Application Developer	\$109.02	\$111.31	\$113.65
DLT0027	Director/Engineer	\$336.87	\$343.95	\$351.17
DLT0028	Senior Project Manager	\$281.76	\$287.67	\$293.71
DLT0029	Project Manager/Engineer	\$226.63	\$231.39	\$236.24
DLT0030	Senior Consultant/Engineer	\$213.15	\$217.63	\$222.20
DLT0031	Consulting/Engineer	\$189.88	\$193.86	\$197.94
DLT0032	Associate Software Consultant/Engineer	\$113.93	\$116.32	\$118.77

DLTPS-SA-01
SYSTEM ADMINISTRATOR I

Functional Responsibility:

System Administrator I is responsible for supporting specific tasks relating to the operations of IT systems. Under direction, the System Administrator I performs basic technical tasks relating to the upkeep, configuration, and reliable operation of system, network, storage, and cloud-based technologies. System Administrator I has junior level technical skills relating to the technologies used in the operation of the IT system.

Minimum Education:

Associates or specific technology certification

DLTPS-SA-02
SYSTEM ADMINISTRATOR II

Functional Responsibility:

System Administrator II is responsible for maintaining specific systems within the IT environment. As required, the System Administrator II is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. System Administrator II has mid-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems.

Minimum Education:

Bachelors Degree

DLTPS-SA-03
SYSTEM ADMINISTRATOR III

Minimum Years of Experience:

Three (3) years of experience.

Functional Responsibility:

System Administrator III is responsible for maintaining specific systems within the IT environment. As required, the System Administrator III is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. System Administrator III develops standard operating procedures and runbooks for the IT systems. System Administrator III has senior-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems.

Minimum Education:

Bachelors Degree

DLTPS-SA-04
SYSTEM ADMINISTRATOR IV

Minimum Years of Experience:

Six (6) years of experience.

Functional Responsibility:

System Administrator IV is responsible for maintaining specific systems within the IT environment. As required, the System Administrator IV is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. System Administrator IV develops standard operating procedures and runbooks for the IT systems. System Administrator IV has senior-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems. Additionally, System Administrator IV has expert knowledge of system automation and IT operations-related technical requirements and tool selection/operation.

Minimum Education:

Bachelors Degree

DLTPS-SA-05**SYSTEM ADMINISTRATOR V**

Minimum Years of Experience:

Nine (9) years of experience.

Functional Responsibility:

System Administrator V is responsible for maintaining specific systems within the IT environment and may be responsible for managing system administration staff. As required, System Administrator V is responsible for the maintenance, configuration, upkeep, and reliable operation of one or more systems, networks, storage, and cloud-based technologies. System Administrator V develops standard operating procedures and runbooks for the IT systems. System Administrator V has expert-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems as well as expert knowledge of system automation and IT operations-related technical requirements and tool selection/operation.

Minimum Education:

Bachelor's Degree

DLTPS-PE-01**PROJECT ENGINEER I**

Functional Responsibility:

Project Engineer I (System, Application, or Software) is responsible for supporting specific tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer I is involved in a support role to conduct the analysis and capture of requirements, contribution to the solution design, and development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer I may also support design and development of custom software in support of the overall project. Project Engineer I has junior level skills relating to the technologies or programming languages used in the delivery of the project.

Minimum Education:

Associates or specific technology certification

DLTPS-PE-02**PROJECT ENGINEER II**

Functional Responsibility:

Project Engineer II (System, Application, or Software) functions as a team lead, responsible for leading tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer II is involved in leading the analysis and capture of requirements, contribution to the solution design, and development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer II may also lead the design and development of custom software in support of the overall project. Project Engineer II has mid-level skills relating to the technologies or programming languages used in the delivery of the project.

Minimum Education:

Bachelors Degree

DLTPS-PE-03**PROJECT ENGINEER III**

Minimum Years of Experience:

Three (3) years of experience.

Functional Responsibility:

Project Engineer III (System, Application, or Software) is responsible for managing tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer III is involved in managing the analysis and capture of requirements, contribution to the solution design, and development of the implementation

plan, testing and documentation. Based on the defined tasks, Project Engineer III may also manage the design and development of custom software in support of the overall project. Project Engineer III has senior level skills relating to the technologies or programming languages used in the delivery of the project.

Minimum Education:

Bachelor's Degree

DLTPS-PE-04

PROJECT ENGINEER IV

Minimum Years of Experience:

Five (5) years of Experience.

Functional Responsibility:

Project Engineer IV (System, Application, or Software) is responsible for complete oversight of specific tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer IV is involved in the analysis and capture of requirements, contribution to the solution design, and development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer IV is the lead principal who may also be responsible for overall design and development of custom software in support of the overall project. Project Engineer IV has expert level skills relating to the technologies or programming languages used in the delivery of the project.

Minimum Education:

Bachelor's Degree

DLTPS-PE-05

PROJECT ENGINEER V

Minimum Years of Experience:

Seven (7) years of experience.

Functional Responsibility:

Project Engineer V (System, Application, or Software) has executive level responsibility for multiple projects/programs relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer V reviews the project team's analysis and capture of requirements, contribution to the solution design, development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer V may be the lead engineer responsible for overall design and development of custom software in support of the overall program and project(s). Project Engineer V has expert level skills relating to the technologies or programming languages used in the delivery of the project.

Minimum Education:

Bachelor's Degree

DLTPS-ITA-01

IT ARCHITECT I

Minimum Years of Experience:

Three (3) years of experience.

Functional Responsibility:

IT Architect I is responsible for supporting the overall design, development and deployment of an IT solution. For complex projects, the IT Architect I may be responsible for supporting a specific component of the solution architecture. IT Architect I supports the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect I provides support during the implementation and integration phases of the project.

Minimum Education:

Bachelor's Degree

DLTPS-ITA-02

IT ARCHITECT II

Minimum Years of Experience:

Five (5) years of experience.

Functional Responsibility:

IT Architect II functions in a team lead role, responsible for the overall design, development and deployment of an IT solution. For complex projects, the IT Architect II may be responsible for leading the work related to a specific component of the solution architecture. IT Architect II leads the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect II may lead the team to provide additional product specific expertise during the implementation and integration phases of the project.

Minimum Education:

Bachelor's Degree

DLTPS-ITA-03

IT ARCHITECT III

Minimum Years of Experience:

Seven (7) years of experience.

Functional Responsibility:

IT Architect III functions in a management role, responsible for managing the overall design, development and deployment of an IT solution. For complex projects, the IT Architect III may be responsible for managing the work related to a specific component of the solution architecture. IT Architect III manages the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect III may manage a team to provide additional product specific expertise during the implementation and integration phases of the project.

Minimum Education:

Bachelor's Degree

DLTPS-ITA-04

IT ARCHITECT IV

Minimum Years of Experience:

Nine (9) years of experience.

Functional Responsibility:

IT Architect IV is responsible for complete oversight for managing the overall design, development and deployment of an IT solution. For complex projects, the IT Architect IV may have oversight for the work related to a specific component of the solution architecture. IT Architect IV oversees the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team.

Minimum Education:

Bachelor's Degree

DLTPS-ME-01**SUBJECT MATTER EXPERT I**

Minimum Years of Experience:

Three (3) years of experience.

Functional Responsibility:

Subject Matter Expert I provides expertise for at least one technology domain. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert I may provide domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert I may support client requirements directly or support a technical team within a project.

Minimum Education:

Bachelor's Degree

DLTPS-SME-02**SUBJECT MATTER EXPERT II**

Minimum Years of Experience:

Five (5) years of experience.

Functional Responsibility:

Subject Matter Expert II provides expertise for at least one technology domain. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert II leads a team that provides domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert II may support client requirements directly or lead a technical team within a project. Subject Matter Expert II often has additional specialized training or certifications relating to his/her domain of expertise.

Minimum Education:

Bachelor's Degree

DLTPS-SME-03**SUBJECT MATTER EXPERT III**

Minimum Years of Experience:

Seven (7) years of experience.

Functional Responsibility:

Subject Matter Expert III provides deep level expertise for one or more technology domains. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert III manages team(s) providing domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert III may support client requirements directly or manage technical team(s) within a project. Subject Matter Expert III often has additional specialized training or certifications relating to his/her domain(s) of expertise.

Minimum Education:

Bachelor's Degree

DLTPS-SME-04**SUBJECT MATTER EXPERT IV**

Minimum Years of Experience:

Nine (9) years of experience.

Functional Responsibility:

Subject Matter Expert IV provides deep level expertise for one or more technology domains. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert IV has complete oversight for team(s) providing domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert IV may support client requirements directly or oversee technical team(s) within a project. Subject Matter Expert IV has additional specialized training or certifications relating to his/her domain(s) of expertise.

Minimum Education:

Bachelor's Degree

DLTPS-SME-05**SUBJECT MATTER EXPERT V**

Minimum Years of Experience:

Eleven (11) years of experience.

Functional Responsibility:

Subject Matter Expert V provides deep level expertise for one or more technology domains. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert V has executive level oversight for multiple programs and project teams providing domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Subject Matter Expert V has considerable specialized training or certifications relating to his/her domain(s) of expertise.

Minimum Education:

Bachelor's Degree

DLTPS-PA-01**PROJECT ASSISTANT I**

Functional Responsibility:

Project Assistant I provides general administrative support to technical and management level personnel. Provides documentation planning and support. Tasks may include project administration, communications and scheduling, and event and human resources planning.

Minimum Education:

High School Diploma

DLTPS-PM-01**PROJECT MANAGER**

Minimum Years of Experience:

Three (3) years of experience.

Functional Responsibility:

Project Manager I supports the monitoring of project performance against engagement milestones; managing client expectations; coordinating resources and processes to achieve engagement workplan; recommending changes to the engagement staff over the life of the project; monitoring project budgets and preparing client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards.

Minimum Education:

Bachelor's Degree

DLTPS-PM-02

PROJECT MANAGER II

Minimum Years of Experience:

Five (5) years of experience.

Functional Responsibility:

Project Manager II leads the monitoring of project performance against engagement milestones; managing client expectations; coordinating resources and processes to achieve engagement workplan; recommending changes to the engagement staff over the life of the project; managing project budgets and preparing client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards.

Minimum Education:

Bachelor's Degree

DLTPS-PM-03

PROJECT MANAGER III

Minimum Years of Experience:

Seven (7) years of experience.

Functional Responsibility:

Project Manager III manages the monitoring of project performance against engagement milestones; manages client expectations; allocates resources and processes to achieve engagement workplan; implements changes to the engagement staff over the life of the project; oversees project budgets and client billings as appropriate; and ensures all project documentation is maintained in accordance with consulting standards.

Minimum Education:

Bachelor's Degree

DLTPS-CS-01

CONSULTANT I / STAFF CONSULTANT

Functional Responsibility:

Consultant I provides program, analytical, and/or technological support in the development of requirements or the implementation of creative and innovative solutions to meet accepted requirements; conducts research and analyzes data for accuracy and relevancy; documents and analyzes results and recommends solutions. Actively leverages consulting tools and methodologies to meet project objectives and complete activities.

Minimum Education:

Bachelor's Degree

DLTPS-CS-02

CONSULTANT II / SENIOR CONSULTANT

Minimum Years of Experience:

Two (2) years of experience.

Functional Responsibility:

Consultant II leads a team that provides program, analytical, and/or technological support in the development of requirements or the implementation of creative and innovative solutions to meet accepted requirements; conducts research and analyzes data for accuracy and relevancy; documents and analyzes results and recommends solutions. Actively leverages consulting tools and methodologies to meet project objectives and complete activities.

Minimum Education:

Bachelor's Degree

DLTPS-CS-03

CONSULTANT III / PRINCIPAL CONSULTANT

Minimum Years of Experience:

Four (4) years of experience.

Functional Responsibility:

Consultant II leads a team that provides program, analytical, and/or technological support in the development of requirements or the implementation of creative and innovative solutions to meet accepted requirements; conducts research and analyzes data for accuracy and relevancy; documents and analyzes results and recommends solutions. Actively leverages consulting tools and methodologies to meet project objectives and complete activities.

Minimum Education:

Bachelor's Degree

DLTPS-CS-04

CONSULTANT IV / Technical Manager

Minimum Years of Experience:

Six (6) years of experience.

Functional Responsibility:

Consultant IV has oversight for entire project staff that provides program, analytical, and/or technological support in the development of requirements or the implementation of creative and innovative solutions to meet accepted requirements; conducts research and analyzes data for accuracy and relevancy; documents and analyzes results and recommends solutions. Evaluates and, when applicable, implements new consulting tools and methodologies that can more efficiently meet project objectives and complete activities.

Minimum Education:

Bachelor's Degree

DLTPS-CS-05

CONSULTANT V / Sr. Technical Director

Minimum Years of Experience:

Ten (10) years of experience.

Functional Responsibility:

Consultant V has executive level oversight for multiple projects and programs that provide program, analytical, and/or technological support in the development of requirements or the implementation of creative and innovative solutions to meet accepted requirements; conduct research and analyze data for accuracy and relevancy; document and analyze results and recommend solutions. Makes decisions regarding implementation of new consulting tools and methodologies that can more efficiently meet project objectives and complete activities.

Minimum Education:

Bachelor's Degree

**DLT001
INSTALLATION ENGINEER**

Minimum General Experience:

One (1) or two (2) years of technical experience which applies to system software installation. (Windows NT, Novell, OS/2, UNIX, Internet, Apps).

Functional Responsibility:

Installation, configuration, and customization of hardware, operating systems, and application software.

Minimum Education:

Associate degree in technical discipline, manufacturer certification training or equivalent experience.

**DLT002
SYSTEMS ENGINEER**

Minimum General Experience:

Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Competence in all phases of systems analysis techniques, concepts and methods. Knowledge of available hardware, system software, structure and management practices

Functional Responsibility:

Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies
Installation, configuration, and customization of hardware, operating systems, and application software.

Minimum Education:

Bachelors Degree in Computer Science/Engineering, manufacturer certification training or equivalent experience.

**DLT003
SR. SYSTEMS ENGINEER**

Minimum General Experience: Five (5) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Competence in all phases of systems analysis techniques, concepts and methods. Knowledge of available hardware, system software, structure and management practices.

Functional Responsibility:

Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education:

Bachelors Degree in Computer Science/Engineering, manufacturer certification training or equivalent experience.

**DLT004
APPLICATION DEVELOPER**

Minimum General Experience:

Two (2) to three (3) years of application planning, design, and layout. Competence in all phases of application design, installation and configuration. (Oracle, Sybase, Informix, Lotus Notes, Web Server).

Functional Responsibility:

Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies, design application structure, screens, views, forms, develop design documents.

Minimum Education:

Bachelors Degree in Computer Science/Engineering, manufacturer certification training or equivalent experience.

DLT005**SR. APPLICATION DEVELOPER***Minimum General Experience:*

Three (3) to five (5) years of application planning, design, and layout. Competence in all phases of application design, installation and configuration. (Oracle, Sybase, Informix, Lotus Notes, Web Server).

Functional Responsibility:

Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies, design application structure, screens, views, forms, develop design documents.

Minimum Education:

Bachelors Degree in Computer Science/Engineering, manufacturer certification training or equivalent experience.

DLT0027**DIRECTOR/ENGINEER***Minimum General Experience:*

This level should have, at a minimum, a comprehensive understanding of IT strategy development and implementation as well as a broad based knowledge of network topology design/architecture. The Director must possess extensive cognition of all aspects of the consulting business. The Director should have at least 15 years of experience in the sales and implementation of application solutions.

Functional Responsibility:

The Director is responsible for ensuring the engagements are professionally managed and all client deliverables meet the client's expectations. This level is responsible for providing the vision and direction for the group and evolving the consulting group organization to meet the strategic challenges. The Director serves as the primary interface for the executive management of major clients to develop the IT and business strategy and implementation plan.

Minimum Education:

B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

DLT0028**SENIOR PROJECT MANAGER/SYSTEM ARCHITECT***Minimum General Experience:*

With seven (7) to ten (10) year experience, the Project Manager is responsible for ensuring that assigned engagements are professionally managed and all client deliverables meet the client's expectations. This level is responsible for directing engagements which impact a discrete section of the client business. The Project Manager serves as the primary interface for the client throughout the project. This level is responsible for identifying other client areas that may benefit from the solutions provided.

Functional Responsibility:

Monitors project performance against engagement milestones; manages client expectations; coordinates resources and processes to achieve engagement workplan; recommends changes to the engagement staff over the life of the project; manages project budgets and prepares client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards.

Minimum Education:

B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

DLT0029

PROJECT MANAGER/ENGINEER

Minimum General Experience:

With five (5) to seven (7) years experience, the Project Manager is responsible for ensuring that assigned engagements are professionally managed and all client deliverables meet the client's expectations. This level is responsible for directing engagements which impact a discrete section of the client business. The Project Manager serves as the primary interface for the client throughout the project. This level is responsible for identifying other client *areas that may benefit from the solutions provided*.

Functional Responsibility:

Monitors project performance against engagement milestones; manages client expectations; coordinates resources and processes to achieve engagement workplan; recommends changes to the engagement staff over the life of the project; manages project budgets and prepares client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards.

Minimum Education:

B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

DLT0030

SR. CONSULTANT/ENGINEER

Minimum General Experience:

Five (5) or more years of management consulting, systems integration or systems development. Should have a minimum, an in depth knowledge of program design on standard systems, as well as system analysis, business modeling and consulting methodologies. Familiar with a variety of technologies, particularly Database and Web.

Functional Responsibility:

Deploy technologies such as Oracle or Web systems for clients. Work includes application development, infrastructure planning, and system integration activities. Plans the activities and resource requirements of assigned phases of an engagement(s) which impact a segment of the client's business; focuses on the delivery of engagement results to the client; may require involvement in several engagements simultaneously and the coordination of other consultants involved in a specific project phase.

Minimum Education:

B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

DLT0031

CONSULTANT/ENGINEER

Minimum General Experience:

Four (4) to six (6) years engineering experience. Working in a client server environment, these positions require hands-on expertise in industry leading networking and/or operating system software (such as Oracle). In addition, candidates should be proficient in Windows applications development and have familiarity with GUI tool kits (Visual Basic, C++, PowerBuilder) and SQL.

Functional Responsibility:

A consultant should have, at a minimum, in depth knowledge of design, coding and debugging of programs on standard systems as well as the practical application of business system analysis. A consultant typically contributes to the functional and technical specifications for development of a discrete project deliverable of moderate complexity. A consultant is typically involved with several phases of the technical systems integration (coding, testing, documenting).

Minimum Education:

B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

DLT0032

ASSOCIATE SOFTWARE ENGINEER

Minimum General Experience:

Zero (0) to two (2) years of relevant experience.

Functional Responsibility:

The Associate Software Engineer typically works on client engagements in a supporting capacity (e.g. research, data collection, analysis, preparation of system documentation). This level is responsible for defined components or specific deliverables of an engagement. Interaction with the client organization is to gather or exchange information related to specific project assignments. Executes project assignments to support overall objectives of the engagement project plan; analyzes and resolves technical problems on standard systems or selected platforms. Completes all assigned engagement tasks within defined parameters; identifies roadblocks, problems or client issues which may impact the quality of the engagement product; ensures that all engagement documentation is kept in accordance with DLT guidelines. Plans the activities and resource requirement of own portion of an engagement; focuses on the delivery of short term results to the client; ensures that personal workflow is aligned with the engagement timetables. Performs assignments in support of the organization’s overall revenue objectives, participates in the preparation of proposals and sales presentations; complies with requirements to project and maximize billable hours. May participate in the resolution of situational issues/problems with existing clients; cultivates the client peer relationships; seeks opportunities to identify possible add-ons new projects.

Minimum Education:

Completed or in a path to complete a BA or BS degree in Computer Science, Engineering, Math, Economics, or Business.

Requirement	Equivalency 1: Degree Plus Additional Years of Experience	Equivalency 2: Total Years of Experience
Associates	High School Diploma/GED + Specialized Certification	1 year related experience
Bachelors	Associates + 2 years	3 years related experience
Masters	Bachelors + 2 years	5 years related experience
Doctorate	Masters + 2 years	7 years related experience

2. MAXIMUM ORDER*:

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

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

- Special Item Number 132-3 - Leasing of Product
- Special Item Number 132-8 - Purchase of Equipment
- Special Item Number 132-12 – Maintenance of Hardware
- Special Item Number 132-32 - Term Software Licenses
- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-34 – Maintenance of Software
- Special Item Number 132-40 – Cloud Computing Services
- Special Item Number 132-51 - Information Technology (IT) Professional Services
- Special Item Number 132-52 – Electronic Commerce Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

- Special Item Number 132-50 - Training Courses

- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$10,000
Special Item Number 132-12 – Repair Parts/Spare Parts ONLY

Note: Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts) or 132-34 Maintenance of Software.

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

3. MINIMUM ORDER:

Minimum Order: \$50.00

4. GEOGRAPHIC COVERAGE:

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

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

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

5. POINT(S) OF PRODUCTION:

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

6. DISCOUNT FROM LIST PRICES:

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

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

7. QUANTITY DISCOUNT(S): NONE

8. PROMPT PAYMENT TERMS:

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

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

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

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

1-800-262-4DLT

10. FOREIGN ITEMS: NONE

11a. TIME OF DELIVERY:

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

SPECIAL ITEM NUMBER	DELIVERY TIME (DAYS ARO)
132-8	30
132-32	30
132-33	30
132-40, 132-50, 132-51, 132-52	As agreed between Contractor and Government Agency

11b. EXPEDITED DELIVERY:

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

11c. OVERNIGHT AND 2-DAY DELIVERY:

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

11d. URGENT REQUIRMENTS:

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the contractor for the purpose of obtaining accelerated delivery. The contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the contractor in writing.) If the contractor offers an accelerated delivery time acceptable to the

ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. FOB POINT: FOB Destination

13a. ORDERING ADDRESS:

Contractor's Ordering Address and Payment Information:

DLT Solutions, LLC.
2411 Dulles Corner Park, Suite 800
Herndon VA 20171

13b. ORDERING PROCEDURES:

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

14. PAYMENT ADDRESS:

DLT Solutions, LLC.
2411 Dulles Corner Park, Suite 800
Herndon VA 20171

15. WARRANTY PROVISION:

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: N/A

16. EXPORT PACKING CHARGES:

Not Applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:

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

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

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

- (a) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (b) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- (c) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

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

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

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

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

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

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

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):

Not Applicable

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):

GovSmart, Inc.
Hams Durrani
706-C Forest Street
Charlottesville, VA 22903
Tel: 434-326-4236
Email: hamza@govsmart.com

23. PREVENTIVE MAINTENANCE (IF APPLICABLE):

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

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

Not Applicable

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

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

www.dlt.com

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

25. DUNS NUMBER: 78-6468199

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:

DLT is registered in System for Award Management (SAM) in lieu of FAR clause 52.204-7, Central Contractor Registration (CCR). Our information in SAM is current, accurate, and complete.

**TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY PRODUCTS (SPECIAL ITEM NUMBER 132-3)**

LEASE TYPES

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

OPTION 1:

1. STATEMENT

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
 - (1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercise its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
 - (2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.
- b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

OPTION 2:

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 132-3:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF ORDERING ACTIVITY INTENT:

- (a) The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- (b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM:

- (a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.
- (b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.
- (c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

- (d) Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION:

- (a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
- (i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).
- (ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- (b) Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling
- (c) Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.
- (d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
- (e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

LEASE PROVISIONS COMMON TO
ALL TYPES OF LEASE AGREEMENTS

1. ORDERING PROCEDURES:

- (a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:
 - (i) Which product(s) is (are) required.
 - (ii) The required delivery date.

- (iii) The proposed lease plan and term of the lease.
 - (iv) Where the product will be located.
 - (v) Description of the intended use of the product.
 - (vi) Source and type of appropriations to be used.
- (b) The Contractor will respond with:
- (i) Whether the Contractor can provide the required product.
 - (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
 - (iii) The monthly payment based on the rate.
 - (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
 - (v) A confirmation of the availability of the product on the required delivery date.
 - (vi) Extent of warranty coverage, if any, of the leased products.
 - (vii) The length of time the quote is valid.
- (c) The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE:

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

- a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS:

- a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a “base value” for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: 800 Basis Points
 For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
 The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).
- c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.
- d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.
 NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.
- e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
 In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

- a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for NonAppropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - (i) to purchase the product for the residual value of the product, or
 - (ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
- b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. Ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or it's assigns.
- c. Returns:
 - (i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
 - (ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
 - (iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

- (iv) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - (3) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

- a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 - (1) can be removed without causing material damage to the product;
 - (2) do not reduce the value of the product; and
 - (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 - (1) were not leased from the Contractor, and
 - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- c. Any additions that are not so removable will become the Contractor's property (lien free).
- d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)

- (a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- (b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- (d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

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, if any, for such services are listed below, or in the price schedule:

- 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 requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

- 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 postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the 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.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: N/A

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property

Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATIONTECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 30 mile radius of the Contractor's service points. If an additional charge is to apply because of a greater distance from the contractor's service areas, the mileage rate or other distance factor shall be stated in paragraph 7.d and 8.d of this Special Item 132-12.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

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

4. LOSS OR DAMAGE

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

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity. (Government)
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract)

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- b. **REGULAR HOURS**
The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
- c. **AFTER HOURS**
Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. **TRAVEL AND TRANSPORTATION**
If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.
- e. **QUANTITY DISCOUNTS**
Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below: No quantity discounts apply.

9. REPAIR SERVICE RATE PROVISIONS

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

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

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

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

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

- (a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.
- (b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs,

provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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

REPAIR SERVICE RATES: N/A

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated N/A at a discount of N/A% from such listed prices.

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

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of N/A

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period N/A

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering

services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

DLT Link for GSA Approved Enterprise User License Agreements (EULA)

<http://www.dlt.com/contracts/gsa-approved-vendor-terms-conditions>

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800-262-4DLT (4358) for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8AM ET to 6PM ET.

5. SOFTWARE MAINTENANCE

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat

rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to

_____ % of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF CLOUD COMPUTING SERVICES (SPECIAL ITEM NUMBER 132-40)

*******NOTE: If offering related IT Professional Services over and above initial onboarding and training, reference SIN 132-51, per Guidance to Ordering Activities on Professional services below.***

*******NOTE: This new SIN presents a clear way for Contractors to provide cloud computing services according to NIST definitions and principles within the scope of today's technology and standards with a secondary goal of accommodating ongoing technical advances in cloud computing.***

1. SCOPE

The prices, terms and conditions stated under Special Item Number (SIN) 132-40 Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

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

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 132-51).

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

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

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

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

Table 1: Cloud Computing Services SIN

SIN Description	Sub-Categories ¹
<ul style="list-style-type: none"> ● Commercially available cloud computing services ● Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics ● Open to all deployment models (private, public, community or hybrid), vendors specify deployment models 	<ol style="list-style-type: none"> 1. Software as a Service (SaaS): Consumer uses provider’s applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. 2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. 3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

2. DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

****NOTE TO CONTRACTORS:** *The information provided below is designed to assist Contractors in qualifying cloud computing services for this SIN and providing complete descriptions and pricing information. This*

*language should NOT be printed as part of the Information Technology Schedule Pricelist; instead, Contractors should respond to each service requirement as it relates to each cloud computing service offered under the contract. There is guidance provided in subsequent sections of the Terms and Conditions to assist in determining how to meet these requirements. This section delineates requirements for submitting a proposal for the Cloud SIN, as well as requirements that apply to Task Orders***

a. Service Description Requirements for Listing Contractors

The description requirements below are in addition to the overall Schedule 70 evaluation criteria described in SCP-FSS-001, SCP-FSS-004 and other relevant publications.

Refer to overall Schedule 70 requirements for timelines related to description and other schedule updates, including but not limited to clauses 552.238-81 – section E and clause I-FSS-600.

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

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

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

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See ‘GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics’ below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics.

2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800-145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See 'GUIDANCE FOR CONTRACTORS: NIST Deployment Model' below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub-category, or may select	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See 'GUIDANCE FOR CONTRACTORS: NIST Service Model' below in

#	Description Requirement	Reporting Type	Instructions
	no sub-category.		this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

a. Pricing of Cloud Computing Services

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

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

3. RESPONSIBILITIES OF THE CONTRACTOR

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

a. Acceptance Testing

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

b. Training

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

c. Information Assurance/Security Requirements

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

d. Related Professional Services

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

e. Performance of Cloud Computing Services

The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications

are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

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

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

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

4. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models.

Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance

- i. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.
- ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work.² The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.
- iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.

- iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.³
- v. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model

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

c. Delivery Schedule

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

d. Interoperability

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

e. Performance of Cloud Computing Services

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

f. Reporting

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

g. Privacy

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

h. Accessibility

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

i. Geographic Requirements

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

j. Data Ownership and Retrieval and Intellectual Property

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

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

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

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

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

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

k. Service Location Distribution

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

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

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

I. Related Professional Services

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

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

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

TERMS AND CONDITIONS APPLICABLE TO

ELECTRONIC COMMERCE & SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a) The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b) The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "*Standards for Security Categorization of Federal Information and Information Systems*") (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c) The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

d) DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

e) INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

f) ORDER

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

g) PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

h) RESPONSIBILITIES OF THE CONTRACTOR

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

i) RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

J) ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

K) WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

L) MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic services.

M) TRAINING

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

N) MONTHLY REPORTS

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

14. ELECTRONIC COMMERCE SERVICE PLAN

- (a) Describe the electronic service plan and eligibility requirements.

- (b) Describe charges, if any, for additional usage guidelines.

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

ADDITIONAL APPROVED GSA VENDOR TERMS AND CONDITIONS CAN BE FOUND ON DLT SOLUTIONS WEBSITE:

<http://www.dlt.com/contracts/gsa-approved-vendor-terms-conditions>