



GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE 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 are available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is GSAAAdvantage.gov.

FEDERAL SUPPLY SCHEDULE 70  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-3 Leasing of Products  
Special Item No. 132-8 Purchase of New Equipment  
Special Item No. 132-12 Equipment Maintenance  
Special Item No. 132-32 Term Software Licenses  
Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software as a Service  
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 and Subscription Services

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**SPECIAL ITEM NUMBER 132-3 LEASING OF PRODUCTS**

FSC/PSC Class W070 LEASE OR RENTAL OF EQUIPMENT- ADP  
EQUIPMENT/SOFTWARE/SUPPLIERS/SUPPORT EQUIPMENT

Lease of Products

**SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT**

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers  
Professional Workstations  
Servers  
Laptop/Portable/Notebook Computers Large  
Scale Computers  
Optical and Imaging Systems  
Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers Display  
Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens Network  
Equipment  
Other Communications Equipment Optical  
Recognition Input/Output Devices  
Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage  
Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment



FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices  
Telephone Answering and Voice Messaging Systems FSC

CLASS 7050 - ADP COMPONENTS

ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables FSC

CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses FSC

CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment  
Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas Broadcast  
Band Radio Transmitters/Receivers/Antennas Microwave  
Radio Equipment/Antennas and Waveguides Satellite  
Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT



#### Miscellaneous Communications Equipment

- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070)
- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

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#### **SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE**

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

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#### **SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES**

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 – which is categorized under a difference SIN (132-34).

#### FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

##### Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

##### Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software



NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

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#### **SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES**

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.

#### **FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE**

##### **Large Scale Computers**

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

##### **Microcomputers**

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

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#### **SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE**

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.

## **SPECIAL ITEM NUMBER 132-40 – CLOUD COMPUTING SERVICES**

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. The new Cloud SIN is open to all deployment models (private, public, community or hybrid).

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND  
CLOUD COMPUTING

Cloud Computing Services

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## **SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES**

Includes training.

NOTE: This SIN can only be used to offer Information Technology Training Courses.

FSC/PSC Class U012 EDUCATION/TRAINING- INFORMATION  
TECHNOLOGY/TELECOMMUNICATIONS TRAINING

Training Courses for Information Technology Equipment and Software

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## **SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D301 IT Facility Operation and Maintenance  
FPDS Code D302 IT Systems Development Services  
FPDS Code D306 IT Systems Analysis Services  
FPDS Code D307 Automated Information Systems Design and Integration Services  
FPDS Code D308 Programming Services  
FPDS Code D310 IT Backup and Security Services  
FPDS Code D311 IT Data Conversion Services  
FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services  
FPDS Code D316 IT Network Management Services  
FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or  
Other Information Services (All other information services belong under Schedule 76)  
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



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**SPECIAL ITEM NUMBER 132-52 – ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**

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

**CONTRACT NUMBER:** GS-35F-0119Y

**CONTRACT PERIOD:** December 20, 2011 through June 17, 2017

**PRICELIST CURRENT THROUGH:** Modification 1002 dated December 9, 2016

For more information on ordering from Federal Supply Schedules, click on the FSS Schedule button at [fss.gsa.gov](http://fss.gsa.gov)

**CONTRACTOR:** Carahsoft Technology Corp.  
1860 Michael Faraday Drive  
Suite 100  
Reston VA 20190  
703-871-8500 (main)  
703-871-8505 (facsimile)  
[www.carahsoft.com](http://www.carahsoft.com)

**CONTRACTOR'S POINT OF CONTACT FOR CONTRACT ADMINISTRATION:**

Ellen Lord  
Contracts Manager  
Carahsoft Technology Corp.  
1860 Michael Faraday Drive  
Suite 100  
Reston VA 20190  
703-871-8679 (telephone)  
703-871-8505(facsimile)  
[Ellen.lord@carahsoft.com](mailto:Ellen.lord@carahsoft.com)

**BUSINESS SIZE:** Small

**CONTRACTOR INFORMATION**

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

SIN 132-3	Leasing
SIN 132-8	Purchase of New Equipment
SIN 132-12	Equipment Maintenance
SIN 132-32	Term Software License
SIN 132-33	Perpetual Software License
SIN 132-34	Maintenance of Software as a Service
SIN 132-40	Cloud Computing Services
SIN 132-50	Training Courses
SIN 132-51	Information Technology Professional Services
SIN 132-52	Electronic Commerce Services

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



Not Applicable

**1c. HOURLY RATES:** See the Terms and Conditions for SIN 132-51 on page 47, below.

**2. MAXIMUM ORDER:**

SIN 132-3	\$500,000
SIN 132-8	\$500,000
SIN 132-12	\$500,000
SIN 132-32	\$500,000
SIN 132-33	\$500,000
SIN 132-34	\$500,000
SIN 132-40	\$500,000
SIN 132-50	\$25,000
SIN 132-51	\$500,000
SIN 132-52	\$500,000

**3. MINIMUM ORDER:** \$100

**4. GEOGRAPHIC COVERAGE:** Domestic and Overseas

**5. POINT(S) OF PRODUCTION:** Varies by Manufacturer

**6. DISCOUNT FROM INTERNAL RATE:**

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

**7. QUANTITY DISCOUNT:** Varies by Manufacturer, as reflected in GSA Advantage.

**8. PROMPT PAYMENT TERMS:** Net 30 Days

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

**9. GOVERNMENT PURCHASE CARD:**

Accepted for sales at or below the micro-purchase threshold.

Acceptance for purchases above the micro-purchase threshold will be determined on a procurement-by-procurement basis.

**10. FOREIGN ITEMS:** None

**11a. TIME OF DELIVERY:**

SIN 132-3	30 Days after Receipt of Order
SIN 132-8	30 Days after Receipt of Order
SIN 132-12	30 Days after Receipt of Order
SIN 132-32	30 Days after Receipt of Order
SIN 132-33	30 Days after Receipt of Order
SIN 132-34	30 Days after Receipt of Order



SIN 132-40	30 Days after Receipt of Order
SIN 132-50	30 Days after Receipt of Order
SIN 132-51	30 Days after Receipt of Order
SIN 132-52	30 Days after Receipt of Order

**11b. EXPEDITED DELIVERY:**

Please contact the Contractor for availability and rates.

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

Please contact the Contractor for availability and rates.

**11d. URGENT REQUIRMENTS:**

Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

**12. FOB POINT:** Destination

**13a. ORDERING ADDRESS:**

Karina Woods  
Operations Manager  
Carahsoft Technology Corp.  
1860 Michael Faraday Drive  
Suite 100  
Reston VA 20190  
703-871-8519 (telephone)  
703-871-8505(facsimile)  
gsaorders@carahsoft.com

**13b. ORDERING PROCEDURES:**

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

**14. PAYMENT ADDRESS:**

Jillian Szczepanek  
Accounts Receivable  
Carahsoft Technology Corp.  
1860 Michael Faraday Drive  
Suite 100  
Reston VA 20190  
703-871-8614 (telephone)  
703-871-8505(facsimile)  
gsapayments@carahsoft.com

**15. WARRANTY PROVISION:** Varies by Manufacturer and Product/Service

**16. EXPORT PACKING CHARGES:** Not Applicable





- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**
- Please contact the Contractor for terms and conditions of acceptance.
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):**
- Not Applicable
- 19. TERMS AND CONDITIONS OF INSTALLATION:** Not Applicable
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):**
- Not Applicable
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES:**
- Not Applicable
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS:** Not Applicable
- 22. LIST OF PARTICIPATING DEALERS:** See Attachment 1 beginning on page 45, below.
- 23. PREVENTIVE MAINTENANCE:** None
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):**
- None
- 24b. SECTION 508 COMPLIANCE FOR ELECTRONIC and INFORMATION TECHNOLOGY:**
- Varies by Manufacturer.
- 25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER:** 088365767
- 26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:**
- Contractor has an Active Registration in the SAM database.
- 27. LABOR CATEGORY DESCRIPTIONS and PRICING:**
- See the Terms and Conditions for SIN 132-51 beginning on page 47, below.
- 28. NON-DEFECTIVE PRODUCT RETURNS**
- Products are eligible for return or replacement within 30 days of invoice. New and unopened product return requests received more than 30 days after invoice are considered to be out of policy return requests. These type requests will be considered on a case-by-case basis. Any applicable shipping costs to be paid by the customer.



**TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE  
COMMERICAL 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.

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### 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:

"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.

(1) 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).

(2) 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.

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#### 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:

- (1) Which product(s) is (are) required, including applicable Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) requirements.
- (2) The required delivery date.
- (3) The proposed lease plan and term of the lease.
- (4) Where the product will be located.
- (5) Description of the intended use of the product.
- (6) Source and type of appropriations to be used.

b. The Contractor will respond with:

- (1) Whether the Contractor can provide the required product.
- (2) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (3) The monthly payment based on the rate.



- (4) 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.
- (5) A confirmation of the availability of the product on the required delivery date.
- (6) 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 l e a s e 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 Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

- (1) to purchase the product for the residual value of the product, or
- (2) 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 create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

c. Returns:

(1) 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.

(2) 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.

(3) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

(4) With respect to software, the ordering activity shall state in writing to the Contractor that it has:

(i) deleted or disabled all files and copies of the software from the equipment on which it was installed;

(ii) returned all software documentation, training manuals, and physical media on which the software was delivered; and

(iii) 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."

#### **OPTIONAL SUPPLEMENTAL LEASE TERMS**



As authorized by Option 2 of SIN 132-3, Carahsoft proposes the following Supplemental Lease Terms for ordering office consideration:

**BASE INTEREST RATES** (The Base Interest Rate provided below is a GSA Rate Cap based on the governing Treasury Rate at the date of this Quotation and may be higher than represented by the Lease Rate Factor(s) above.).

\*You may be in a jurisdiction that collects Personal Property Taxes on Leased equipment. The estimated amount indicated above is based on historical averages for the "Ship to" location reflected on your Product quote and is provided for budgeting purposes. This average is subject to change based on the jurisdiction where the Product will be located. In accordance with the GSA Schedule, the lease rates do not include this tax and you are responsible for its payment or for producing waiver from payment. If Personal Property Taxes are due by the Government to Carahsoft, or its assignee, and the Government has not provided a waiver from payment, Carahsoft, or its assignee, may request a Modification to the Contract to include the applicable tax charges and supply the Government with a periodic invoice. Payment will be due within 30 days from the invoice date.

### **Supplemental Terms and Conditions**

There are in addition to the terms and conditions included in Carahsoft's GSA Contract # GS- 35F-0119Y.

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

1. Base Interest Rates in the GSA Leasing Terms and Conditions are indexed to Treasury constant maturities as quoted in the Federal Statistical Release H.15 (519) as of the preceding date closest to the date of the Lease Quote.
2. This Lease quote is valid for thirty (30) days from the date of the Lease Quote. In the event an order is not issued by the Government within such thirty (30) days, Carahsoft reserves the right to requote the lease pricing or extend the original quote in writing. The Delivery Order issued to initiate a lease based on this Lease Quote must be in compliance with GSA SIN 132-3, Option 2, of the referenced GSA Contract. A lease order issued hereunder is subject to Carahsoft acceptance and/or Carahsoft's credit approval.
3. The Government agrees that early termination is highly unlikely because the acquisition, quantity and use of the involved Products are deemed to be essential to its operations and will complete an Essential Use Certificate to that effect if required by Lessor. Further, the Government reasonably believes that funds in an amount sufficient to make all payments during the Lease Term can be obtained and agrees to take all reasonable positive action to obtain and maintain such funds. This proposed lease is subject to Credit Approval by the Lessor's Credit Review Committee Except for any maintenance- responsibilities included in the Lease, the Government agrees that, by accepting the Lease and providing the Product for the Government's use, Carahsoft has fully performed its obligation under the Lease.
4. Termination for Convenience of the Government: Leases entered into under this option may not be terminated except by the ordering office's contracting officer 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 Government. In the event of a Termination for Convenience of the Government, the Government will promptly pay Carahsoft, or its assignee, the following: i) the sum of the current fiscal year's payment obligations, including any applicable taxes and late fee's, less any payments made to the date of termination; plus ii) the Termination Ceiling, which will be the present value of the remaining Lease Payments over the Lease Term discounted at the like-term Treasury yield % used to calculate the periodic Lease Payments, interpolated to the number of months remaining in the Lease Term, plus any unpaid taxes or other charges then due.

5. Notwithstanding the provisions of SIN 132-3, for Leases with the Option to Own - Fair Market Value end of lease purchase option, the purchase option available to the Government at the end of the Lease Term shall be based on the then current Fair Market Value. The Government understands that it accrues no equity or partial ownership to the Products by virtue of Lease Payments paid hereunder. The Fair Market Value shall be determined by Carahsoft, or its assignee, on the basis of and shall be the value which would be obtained in an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion by either party to perform the transaction.
6. Carahsoft, or its assignee, will invoice, and the Government agrees to pay such periodic Lease payments in accordance with Section 2 / Payment Schedule as incorporated in your Lease Quote, prior to the beginning of the period for which the charges accrue. For Prompt Payment Act provisions, all invoices are due upon receipt of invoice, and are payable not later than the payment due date listed on the invoice or the 30th day from the start of the payment period in accordance with the Prompt Payment Act provisions 5 CFR Part 1315.4g and FAR 52.232-25. Prompt Payment Act (1315.10) interest penalties shall apply for all payments not made in accordance with this clause.
7. Products may only be terminated at the Delivery Order level in accordance with the termination provisions set forth in SIN 132-3. In the event the Government exercises its right to terminate a lease under SIN 132-3, the Government shall be required to return all the Products included in the Delivery Order to Contractor in accordance with the return provisions set forth therein. The end of lease purchase option is available to the  
  
Government only upon satisfaction of all payment obligations for the full Lease Term and is not applicable to a lease termination prior to the end of the Lease Term.
8. It is the Government's intent to exercise each renewal option and to extend the lease until completion of the Lease Term provided the needs of the Government for the Products or functionally similar Products continue to exist. Accordingly, the Government shall not replace the Products leased under this delivery order with functionally similar Products during the Lease Term specified in the delivery order. For purposes of this clause, replacement includes reverting to the means by which the Government met the bona fide functional need before the Government issued the Order.
9. In the event you are of the opinion that any charges or credits on an invoice are not billed properly, the Government will promptly pay the portion of the invoice not in question and immediately provide Carahsoft, or its assignee, with detailed written notice of the items in question.



10. 10. To the extent permitted by the Agency, Federal Acquisition Regulation ("FAR") supplement of the ordering office, FAR Clause 52.232-23, Assignment of Claims, Alternate I, is hereby incorporated by reference. Payments to an Assignee of any amounts due or to become due under this lease, shall not, to the extent specified in the Act, be subject to reduction or setoff.
11. Purchase Option - In the event the Government wishes to buy-out the lease at any time, during or at the end of the Lease Term, the Government will be required to pay a lump sum amount equal to the present value of all outstanding Lease Payments discounted at the rate of Treasury Constant Maturities as published in the Federal Reserve statistical release H.15 in effect at the time of the original order, interpolated to the number of months remaining in the Lease Term, plus any applicable end of lease purchase option, Fair Market Value or pre-stated purchase option price, and any unpaid taxes or other charges then due. The election to purchase at the end of the Lease Term shall require purchase of all of the leased Products included in the Delivery Order. The end of the lease option elected by the Government shall be the same for all of the Products included in the Delivery Order.
12. Form of Payment: The Government will pay Carahsoft, or its assignees, by Electronic Funds Transfer (EFT), wire or check. No credit cards will be allowed as a form of payment under this lease agreement.
13. Acceptance: Acceptance shall occur on the first day after delivery of the product to the Government.
14. Risk of Loss: The Government assumes and shall bear the entire risk of loss and damage, whether or not insured against, to the Products from any and every cause whatsoever from the date the Products are delivered to the Government's ship to location until the Products are either returned to the Contractor's designated return location or purchased by the Government, except for any loss or injury resulting from the negligence or fault of Contractor. No loss or damage to the Products or any part thereof shall impair any obligation of the Government under the relevant Order, including but not limited to the Government's obligation to make payments under such Order, which obligations shall continue in full force and effect. In the event of loss or damage of any kind to any Products, the Government, at the Government's option, shall: (i) Place the same in good repair, condition and working order to the satisfaction of Contractor within 90 days of such loss or damage; or (ii) Pay Contractor the amount equivalent to the Purchase Option price calculated as described in Paragraph 10 above.
15. Title: During the Lease Term, Products shall always remain the property of the Contractor. The Government shall have no property right or interest in the Products except as provided herein and shall hold the Products subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The Government 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 Government shall have an encumbered license to use the software for the Lease Term. The Government'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 Government will not have an unencumbered, paid-up license until it has paid the applicable purchase option price.

Unless otherwise agreed to in writing by the parties, the above supplements Carahsoft's GSA SIN 132-3 and apply to any lease entered into by the parties.



**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:

Please Refer to GSAADVANTAGE! For Specific Information Regarding Installation

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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 apply.

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.

### **Please Refer to GSAADVANTAGE! For Specific Information Regarding Warranty**

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:

Carahsoft Technology Corporation  
1860 Michael Faraday Dr., Suite 100  
Reston, VA 20190

## **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 INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 25 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- 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:

Carahsoft Technology Corporation  
1860 Michael Faraday Dr., Suite  
100  
Reston, VA 20190

Or, manufacturer support center as listed on the order

**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.

**Repair service and repair parts/spare parts are not available under the scope of this contract.**

### **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.

(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.

None

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e. **QUANTITY DISCOUNTS**

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

Quantity Range	<u>N/A Units</u>	Discounts	<u>0%</u>
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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

	REGULAR HOLIDAYS	AFTER CHARGE*	SUNDAYS AND PER HOUR**	MINIMUM PER HOUR**	HOURS HOURS PER HOUR
LOCATION					
CONTRACTOR'S SHOP		_____			
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)		_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)		_____	_____	_____	_____

\*MINIMUM CHARGES INCLUDE \_\_\_\_\_ FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR



**Repair service is not covered under the scope of this contract.**

**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 \_\_\_\_\_, at a discount of \_\_\_\_\_% from such listed prices.

**Repair parts/spare parts are not covered under the scope of this contract.**

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

**a. REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of \_\_\_\_\_

**b. REPAIR PARTS/SPARE PARTS**

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

**Repair service and repair parts/spare parts are not covered under the scope of this contract.**

**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.

**Repair service and repair parts/spare parts are not covered under the scope of this contract.**



**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)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

**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.

**Please Refer to GSAADVANTAGE! For Specific Information Regarding Warranty**

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).

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 888-662-2724 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 AM Eastern Time to 5 PM Eastern Time.

**5. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined:

    X    

**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.

X    

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.

- b. 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.

**Not available under the scope of this contract.**

## 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.

**Not available under the scope of this contract.**

## 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.

**Not available under the scope of this contract.**



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

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





## **2. 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.

## **3. 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.<sup>2</sup> 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.<sup>3</sup>

v. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

#### b. Deployment Model

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

#### c. Delivery Schedule

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

#### d. Interoperability

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

#### e. Performance of Cloud Computing Services

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

#### f. Reporting

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

#### g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122<sup>4</sup> and OMB memos M-06-16<sup>5</sup> and M-07-16<sup>6</sup>. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

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<sup>2</sup> 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")

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

## 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.

<sup>4</sup> NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"

<sup>5</sup> OMB memo M-06-16: Protection of Sensitive Agency Information

<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf>

<sup>6</sup> OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information

<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

## 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.

### 1. 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.

## 4. GUIDANCE FOR CONTRACTORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2, including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements. Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145<sup>7</sup>.

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

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

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

### a. NIST Essential Characteristics

#### General Guidance

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

<sup>7</sup> <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>

Table 3: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	<ul style="list-style-type: none"> <li>Ordering activities can directly provision services without requiring Contractor intervention.</li> <li>This characteristic is typically implemented via a service console or programming interface for provisioning</li> </ul>	<p>Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or annual payments on what are essentially on demand services.</p> <p>Services under this SIN must be capable of true on-demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level:</p> <ul style="list-style-type: none"> <li>Ordering activities must specify their procurement approach and requirements for on-demand service</li> <li>Contractors must propose how they intend to meet the approach</li> <li>Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.</li> </ul>
Broad Network	<ul style="list-style-type: none"> <li>Ordering activities</li> </ul>	<ul style="list-style-type: none"> <li>Broad network access must be available without</li> </ul>



Characteristic	Capability	Guidance
Access	<p>are able to access services over standard agency networks</p> <ul style="list-style-type: none"> <li>• Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones</li> </ul>	<p>significant qualification and in relation to the deployment model and security domain of the service</p> <ul style="list-style-type: none"> <li>• Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non-cloud networks and services. For example a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.</li> </ul>
Resource Pooling	<ul style="list-style-type: none"> <li>• Pooling distinguishes cloud services from offsite hosting.</li> <li>• Ordering activities draw resources from a common pool maintained by the Contractor</li> <li>• Resources may have general characteristics such as regional location</li> </ul>	<ul style="list-style-type: none"> <li>• The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them.</li> <li>• Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement</li> <li>• Similar concerns apply to software and platform models; automated provisioning from a pool is required</li> <li>• Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.</li> </ul>
Rapid Elasticity	<ul style="list-style-type: none"> <li>• Rapid provisioning and de-provisioning commensurate with demand</li> </ul>	<ul style="list-style-type: none"> <li>• Rapid elasticity is a specific demand-driven case of self-service</li> <li>• Procurement guidance for on-demand self-service applies to rapid elasticity as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually negotiate other contractual arrangements for procurement and payment.</li> <li>• 'Rapid' should be understood as measured in minutes and hours, not days or weeks.</li> <li>• Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required.</li> </ul>

Characteristic	Capability	Guidance
		<ul style="list-style-type: none"> <li>Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.</li> </ul>
Measured Service	<ul style="list-style-type: none"> <li>Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service</li> </ul>	<ul style="list-style-type: none"> <li>Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements.</li> <li>Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured</li> <li>Contractors must specify that measured service is available and the general sort of metrics and mechanisms available</li> </ul>

## Inheriting Essential Characteristics

Cloud services may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Services inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance. Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

## Assessing Broad Network Access

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

## Resource Pooling and Private Cloud

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

### b. NIST Service Model

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



NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing services of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service. Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

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

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

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

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

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



Table 3: Guidance on Mapping to NIST Service Models

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

Service Model	Guidance
Service (PaaS)	<p>platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application.</p> <ul style="list-style-type: none"> <li>• A complete platform can deploy an entire application. Complete platforms can be proprietary or open source</li> <li>• Partial platforms can deploy a component of an application which combined with other components make up the entire deployment</li> <li>• PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service</li> <li>• The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service.</li> <li>• A limited range of configuration options for the platform service may be available.</li> </ul> <p>Examples of complete PaaS services include:</p> <ul style="list-style-type: none"> <li>• A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application,</li> <li>• a Windows .Net platform ready to deploy a .Net application,</li> <li>• A custom complete platform ready to develop and deploy an customer application in a proprietary language</li> <li>• A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services.</li> </ul> <p>The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform.</p> <p>PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:</p> <ul style="list-style-type: none"> <li>• A database service ready to deploy a customer's tables, views and procedures,</li> <li>• A queuing service ready to deploy a customer's message definitions</li> <li>• A security service ready to deploy a customer's constraints and target applications for continuous monitoring</li> </ul> <p>The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function.</p> <p>Note that both the partial and complete PaaS examples all have two things in</p>

Service Model	Guidance
	<p>common:</p> <ul style="list-style-type: none"> <li>• They are software services, which offer significant core functionality out of the box</li> <li>• They must be configured with customer data and structures to deliver results</li> </ul> <p>As noted in IaaS, operating systems represent a grey area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service “hides” underlying infrastructure, consider it as PaaS.</p>
Software as a Service (SaaS)	<p>Select a SaaS model for service based equivalents of software applications.</p> <ul style="list-style-type: none"> <li>• SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting</li> <li>• The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides.</li> </ul> <p>Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users.</p> <p>Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki’s, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.</p> <p>Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.</p>

## c. Deployment Model

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

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

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

Table 4: Guidance for Selecting a Deployment Model

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



## Cloud Supplemental Attachment A

### Introduction

ServiceNow operates the only enterprise service management cloud platform granted JAB P-ATO status to-date. The ServiceNow Service Automation Government Cloud Suite is a suite of natively integrated applications designed to support IT service automation, resource management and shared support services. ServiceNow is built on modern web technologies. The ServiceNow platform includes easy-to-use, point-and-click customization tools to help customers create solutions for unique business requirements. ServiceNow applications cover all Information Technology Infrastructure Library (ITIL) processes and are natively integrated on a single platform providing web intuitiveness and unprecedented process automation.

### Adherence to Essential Cloud Characteristics

ServiceNow meets federally defined essential characteristics of a Cloud Service in the following ways:

**On-Demand Self Service:** ServiceNow's Government cloud is based on a multi-instance architecture, giving every customer their own unique application logic and database. All customers are able to fully customize their cloud services without the need to combine their data with any other customer instance

**Broad Network Access:** ServiceNow users can easily access the application via their preferred web browser from any device.

**Resource Pooling:** ServiceNow's robust cloud infrastructure runs on its own applications and utilizes industry best-of-breed technology to automate mission critical functionalities in the cloud service with around-the-clock delivery. ServiceNow achieves flexibility and control in its ability to deliver a stable user experience to the customer by having a logical single tenant architecture.

**Rapid Elasticity:** ServiceNow's highly available multi-instance architecture gives customers the ability to perform millions of transactions using a large and complex CMDB as the single-system of record containing millions of configuration items. Customer instances are deployed on a per-customer basis, allowing the multi-instance cloud to scale horizontally and infinitely.

**Measured Service:** ServiceNow provides a Real Availability Dashboard that shows availability from the customer perspective. This refers to the percentage of production time that an instance is up and available for use.

### Deployment Model

The ServiceNow Government Community Cloud uses Continental United States (CONUS)-based dedicated infrastructure (facilities, servers, databases, networking devices) to process, store, and transmit government information using a multi-instance architecture. This Government Community Cloud is available for use by United States Federal, State, Local, and Tribal Government with registered .gov or .mil domain addresses, Government Consultants, and Federally Funded Research and Development Centers (FFRDC).

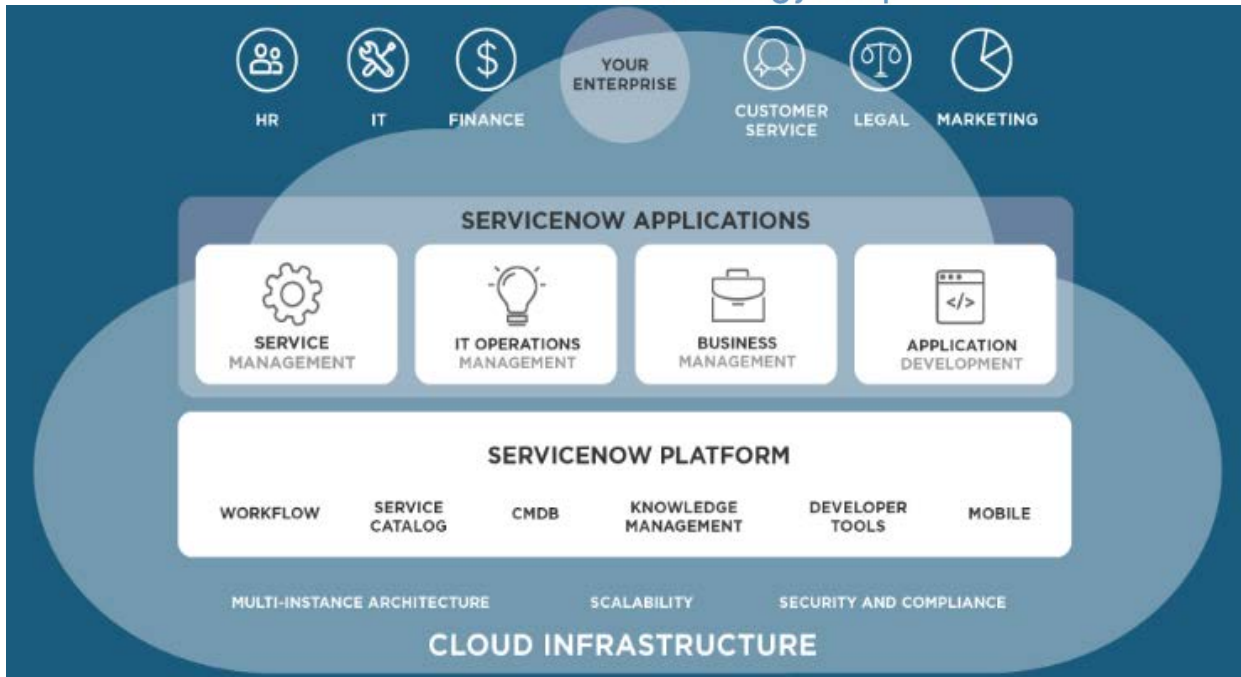
### Service Model

The ServiceNow Service Automation Government SaaS Cloud Suite is a suite of natively integrated applications designed to support IT service automation, resource management and shared support services. ServiceNow is built on modern web technologies. The ServiceNow platform includes easy-to-use, point-and-click customization tools to help customers create solutions for unique business requirements. ServiceNow applications cover all Information Technology Infrastructure Library (ITIL) processes and are natively integrated on a single platform providing web intuitiveness and unprecedented process automation.



# carahsoft

technology corp







## Cloud Supplemental Attachment B

### Introduction

The Virtustream Federal Cloud (VFC) is developed to provide Infrastructure as a Service (IaaS) cloud hosting solutions to U.S. Federal Agencies, State, and Local government and authorities (collectively referenced as the “Customer”). The major component of the VFC is the secure high-performance cloud platform, xStream Platform, which enables customers to run and manage virtual servers, storage and networks in a secure virtual-private cloud within the dedicated government entity-only multi-tenant cloud with consumption-based billing including the micro-VM sub-**virtual machine billing metric**.

Virtustream’s customers require that their data in storage, processing and transmission are handled securely. The VFC design reflects the security controls listed in the NIST SP 800-53, Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations, and the required FedRAMP controls as specified by the Joint Authorization Board (JAB).

### Adherence to Essential Cloud Characteristics

The Virtustream Federal Cloud (VFC) is an Infrastructure as a Service (IaaS) Government Community cloud that meets Federally defined essential characteristics of a Cloud Service. VFC meets those characteristics in the following ways:

**On-Demand Self Service:** VFC Government Customers provision and manage virtual compute, memory, storage, and networking resources via xStream cloud management portal. Following successful two-factor authentication users simply use xStream management tools and capabilities to build, configure and manage their systems all on a secure and compliant infrastructure.

**Broad Network Access:** VFC Government users can access the system via secure MPLS and IPSEC VPN while they focus on developing applications compatible with any computing device.

**Resource Pooling:** VFC workloads leverage a dedicated allocation of CPU, memory, and storage to manage workloads efficiency within a FedRAMP compliant multi-tenet environment. Size of resource pools are configurable based upon specific requirements of the workload.

**Rapid Elasticity:** The xStream App Director module is a macro-orchestrator. Through a library of blueprints, App Director automates interdependent and sequenced actions across the various system components of an application landscape to perform a particular type of action on the environment. Virtustream not only addresses the automation of these management functions for enterprise applications, but also for the full ecosystem of web applications that interface with these core systems. xStream App Director allows enterprise business users and system administrators to automate in-life management of enterprise applications to significantly lower total cost of ownership.

**Measured Service:**  $\mu$ VM resource management is Virtustream’s patented, innovative cloud resource management technology. A  $\mu$ VM is a standardized, fine-grained bundle of the most critical computing resources needed to run your applications—including measurements of CPU, memory, IOPS and networking bandwidth. The specific values of these resources are based on Virtustream’s own statistical research and analysis of tens of thousands of data points across many thousands of machines. As a result, the  $\mu$ VM is a platform-independent unit of measure that applies regardless of hypervisor or processor.

### Deployment Model

Virtustream Federal Cloud was built as a FedRAMP compliant community cloud to handle the most critical applications for the most complex IT landscapes in the world. With our deep public sector experience, application-level performance guarantees and true consumption-based billing, you can transform your entire IT organization. Free your internal IT resources while improving the efficiency and cost effectiveness of your biggest, most critical applications.

Mission-critical applications, like SAP, Oracle and others, don’t just run in Virtustream Federal Cloud—they perform more efficiently than ever before. Because Virtustream Federal Cloud was built from the ground up to deliver

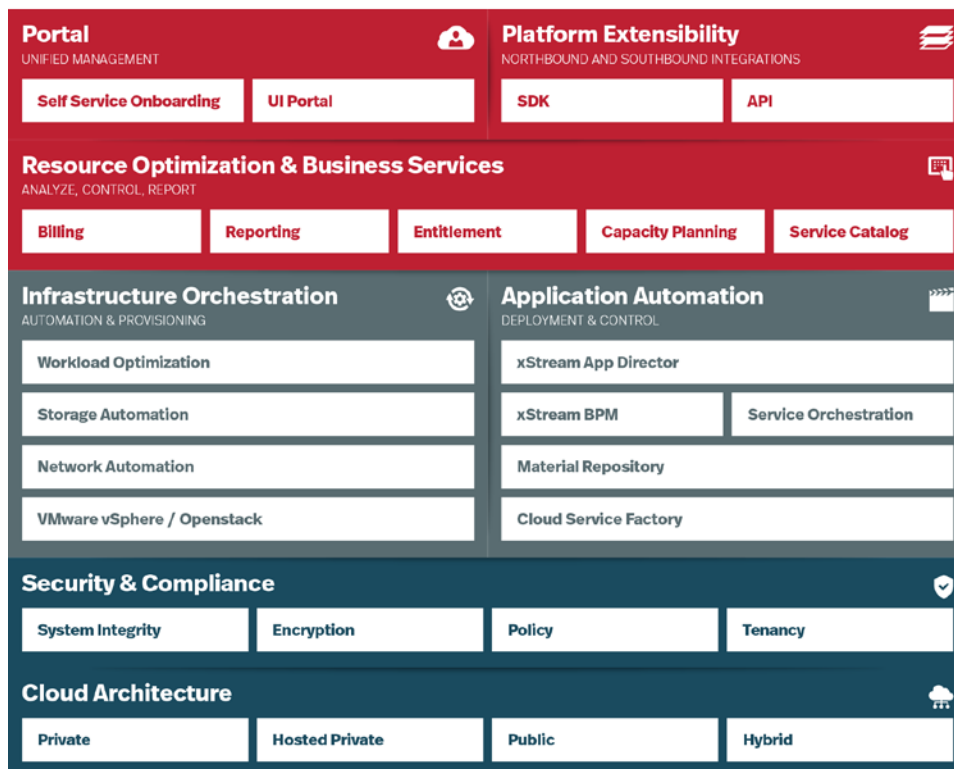


outstanding performance and availability, we back our offerings with industry-leading service level agreements at the application level.

Security comes standard with Virtustream Federal Cloud. Our cloud was built to handle the most sensitive types of data, all with the appropriate compliance and security standards. Integrate and automate security, compliance and other functions—and get a real-time, predictive picture of your entire enterprise risk management (ERM) landscape. Our professional services teams and suppliers specialize in supporting federal, state and local entities—helping them meet mandatory requirements

### Service Model

The Virtustream Federal Cloud (VFC) is a FedRAMP-compliant, multitenant, Infrastructure-as-a-Service (IaaS) cloud platform built to handle the most critical applications for the most complex IT landscapes in the world. With our deep public sector experience, application-level performance guarantees and true consumption-based billing, you can transform your entire IT organization. Free your internal IT resources while improving the efficiency and cost effectiveness of your biggest, most critical applications.



### Introduction

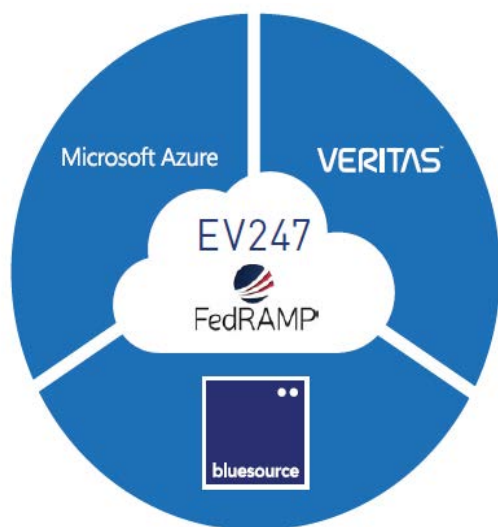
As the 2019 'Managing Government Records' directive is getting closer, Federal Agencies are at a critical turning point for the management of records. Having a federal information archiving strategy is more important now than ever before for protecting records, ensuring compliance and building a digital government.

### World Class Technology Partners

EV 247 brings together the best cloud archiving services in the world and gives agencies great experiences, simplicity and security. Combining the expertise of Veritas, Microsoft Azure, ProjectHosts, and bluesource, EV247 has all the benefits of a cloud service, with unlimited storage, affordable data migration and freedom to control the archive to deliver the modern, secure, data management system Federal Agencies require. We deliver end-to-end service without having to deal with multiple suppliers and budgets. With the best-partnered cloud archiving services, we take away the complexity, without compromise.

### FedRAMP authorized product

As the only FedRAMP authorized cloud archiving solution, EV247 reaches requirements no other cloud archiving solution can. A move to cloud archiving will secure your data with a Capsource & FedRAMP accredited system that provides more storage and a modern secure system.



### Cloud archiving benefits for Federal Agencies

- Meet the 2019 'Managing Government Records' Directive deadline
- Full functionality of Enterprise Vault
- Share and track records effectively
- Cost effective migration from on-premises Enterprise Vault
- Massively-scalable storage capacity
- Access archives directly from mobile device
- Modernize record management and archiving
- Customizable policies and user profiles
- Compelling Return on Investment
- Predictable operational cost model
- Dedicated resources to implement the directive mandate

### Adherence to Essential Cloud Characteristics

As an innovator in the provision of cloud archiving solutions bluesource believe our skills and services are prepared to deal with Federal Agencies' sensitive data. As EV247 is uniquely the only FedRAMP approved, Capsource accredited cloud archiving specialists available throughout the U.S. we offer the reassurance that reinforces our unique cloud archiving.

**On-Demand Self Service:** With seamless integration into the leading email clients, users don't need to search or manage a separate archive mailbox. All mailbox interaction is through the user's existing mail interface and fully self-service.



**Broad Network Access:** Ease the burden as the 2019 deadline approaches with a solution like EV247 that delivers the rich functionality of Enterprise Vault with massively-scalable, long-term storage, an intuitive user experience and the freedom to access information from anywhere, across all devices.

**Resource Pooling:** EV247 workloads leverage a dedicated allocation of CPU, memory, and storage to manage workloads efficiency within a FedRAMP compliant multi-tenet environment. Size of resource pools are configurable based upon specific requirements of the workload.

**Rapid Elasticity:** Combining the expertise of Veritas, Microsoft Azure and bluesource, EV247 has all the benefits of a cloud service, with unlimited storage, affordable data migration and freedom to control the archive to deliver the modern, secure, data management system Federal Agencies require.

**Measured Service:** Resource usage is monitored and tracked by mailbox or capacity across resource pools. These statistics are provided via native reporting tools for consumption and analysis.

### Deployment Model

EV247 was built as a FedRAMP compliant hybrid cloud solution that enables quick information access and secure data management, without compromise for Federal Agencies. Utilizing EV247's hybrid approach, federal agencies will realize the benefits of fixed operational costs, with minimal spend to migrate from data centers, guaranteed simple transition to the cloud and an easier approach to your archiving and multiple device mobility access needs.

Additionally, EV247 eases the burden as the 2019 deadline approaches that delivers the rich functionality of Enterprise Vault with massively-scalable, long-term storage, an intuitive user experience and the freedom to access information from anywhere, across all devices.

### Industry leading archive functionality

#### Agile data archiving

EV247 provides the flexibility to archive all types of content including emails, files, IM and social media.

#### Tailor-made archiving policies

Archive, retain and delete your data using specific grouping or policies that suit your business requirements.

#### FedRamp authorized

Meeting all FedRAMP requirements, we document, assess authorize and monitor data to help Federal Agencies initiate electronic record management and implement security controls.

#### Easily accessible and simple to use

With seamless integration into the leading email clients, users don't need to search or manage a separate archive mailbox.

#### Connected Mobility

Direct access to archived email from mobile devices and with Virtual Vault the ability to view archived data offline.

#### Highest quality eDiscovery features

Add the power of Discovery Accelerator, putting professional-grade search and discovery capabilities in the hands of your HR, legal and compliance teams.

### Service Model

The EV247 solution is a FedRAMP-compliant, multitenant, Software-as-a-Service (SaaS) cloud offering built to handle Enterprise Vault Archiving for the most complex IT landscapes in the world. With our deep public sector experience, application-level performance guarantees and true consumption-based billing, you can transform your entire email archiving strategy. Free your internal IT resources while improving the efficiency and cost effectiveness of your most sensitive and essential business resources.



**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.

Not Offered

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

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



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

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

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

## **11. INVOICES**

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

## **12. PAYMENTS**

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

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

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

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written



consent before placing any subcontract for furnishing any of the work called for in a task order.

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

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

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

Commercial Job Title: Consulting Engineer

GSA Schedule Rate: \$200.00/hour

Minimum/General Experience: Has approximately 5 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

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

Commercial Job Title: Project Manager

GSA Schedule Rate: \$195.00/hour

Minimum/General Experience: Has approximately 2 years of experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects.

Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

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



Commercial Job Title: Senior Information Architect

GSA Schedule Rate: \$250.00/hour

**Minimum/General Experience:** Has approximately 7 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

**Functional Responsibility:** Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

**Minimum Education:** B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Information Architect

GSA Schedule Rate: \$250.00/hour

**Minimum/General Experience:** Has approximately 7 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

**Functional Responsibility:** Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

**Minimum Education:** B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Project Manager

GSA Schedule Rate: \$244.57/hour

**Minimum/General Experience:** Has approximately 7 years' experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects. Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

**Functional Responsibility:** Provides supervision, person possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

**Minimum Education:** B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.



Commercial Job Title: Information Architect

GSA Schedule Rate: \$195.00/hour

**Minimum/General Experience:** Has approximately 2 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

**Functional Responsibility:** Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

**Minimum Education:** B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

GSA Schedule Rate: \$230.00/hour

**Minimum/General Experience:** Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

**Functional Responsibility:** Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

**Minimum Education:** B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.





**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM  
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.

**4. DELIVERY SCHEDULE.**

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

**5. INTEROPERABILITY.**

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

**6. ORDER**

- 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.

## **7. PERFORMANCE OF ELECTRONIC SERVICES**

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

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

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

## **9. RIGHTS IN DATA**

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

## **10. ACCEPTANCE TESTING**

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

## **11. WARRANTY**

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

**Please Refer to GSAADVANTAGE! For Specific Information Regarding Warranty**

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.

## **12. MANAGEMENT AND OPERATIONS PRICING**

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

## **13. TRAINING**

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface



training on the system. If there is a separate charge, indicate below:

Please Refer to GSAADVANTAGE! FOR Specific Information

**14. MONTHLY REPORTS**

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

**15. ELECTRONIC COMMERCE SERVICE PLAN**

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

Please Refer to GSAADVANTAGE! For Specific Information

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

Please Refer to GSAADVANTAGE! For Specific Information

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

Please Refer to GSAADVANTAGE! For Specific Information

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## **ATTACHMENT I - AUTHORIZED PARTICIPATING DEALERS**

Carahsoft certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:

**<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/authorized-dealers>**



## **ATTACHMENT II – Contractor Team Arrangements**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

For the complete listing of Contractor Team Arrangements please see:

[http://www.carahsoft.com/application/files/6914/7499/0331/Teaming\\_Partners.pdf](http://www.carahsoft.com/application/files/6914/7499/0331/Teaming_Partners.pdf)



### **ATTACHMENT III – Commercial Supplier Agreements**

The following manufacturers Commercial Supplier Agreements have been vetted and approved by GSA for inclusion into the GSA Schedule Contract:

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2>



## ATTACHMENT IV - Approved IT Manufacturers

### Approved IT Manufacturers:

10ZiG Technology	Accela	Accellion	AccessData	Aconex
Acquia	Acronis	Actiance	Active Risk Inc.	Adobe
Advanced Kiosks	AgileCraft	Akamai	Akana	AlertEnterprise
Alexsys Corporation	Alfresco	Andrews Consulting Group Inc. (ACG)	Anomali	APOS
AppSense	Apptio	Aptean	Arista Networks	AssetOptic
Autodesk	Avecto	AvePoint Public Sector, Inc.	Avere Systems	Avue Technologies
Axway	BackOffice Associates, LLC	BasicGov	BlackBag Tech	Blackberry
BlackDuck	Boeing	Bomgar	Boundless	Box, Inc.
BreezyPrint Corporation	Bromium	Burning Glass	C2S Consulting Group	CA Technologies
CAFM Resources	Canda Solutions	Capsule Tech, Inc.	Carahsoft	CarePICS LLC
Carnegie Speech Company	Carpathia	Case Commons	Cellebrite	Centrifuge Systems
centripetal networks	Certes Networks	Certipath	Cideon	Ciena
Cipher Cloud	ClearInsight Solutions	Cleversafe	Clockwork-Solutions	cloudera
CloudFrontGroup	CloudPassage	Coalfire	CollabNet	CompassCom
CompassData, Inc.	Composite Software	Computable Insights LLC	ComScore	ConduSiv
Corporate Reimbursement Services, Inc.	Cutting Edge	Cyber-Ark	Cybersponse	CyVision Technologies
Dataguise	DataLocker	Datameer	DatCard Systems, Inc.	Delphix
Digital Map Products	Digital Realty	Digital Reasoning	DocuSign	dreamfactory
Earthling Security	EMC	Emergency Visions	EnterpriseDB	eSync Training
EVGA	Exabeam	ExtraHop	F5 Networks, Inc.	FireEye
FlexAnalytics	Flow Corporation	Forgerock	Fusion-io	GB & Smith
Gemedy, Inc.	Geofeedia	Gigamon	Globalscape	Good Technology
Google	GovDelivery	Greenlight Technologies	Gridless Power Corporation	GroundWork
Haystax	Hewlett Packard Enterprise	HP Software	HyperOffice	HyTrust
IBM	Identity Automation	IKANOW	ikeGPS	iMapData
Imperva	imprivata	Info Security Corp (ISC)	Infoblox	InQuisient
Integral	Intermap Technologies	InterSpec	invincea	iOra
IPsoft	JackBe	Jama Software	Jive	Kapow Software
Kingston Technology Corp	Know Who	Knowmadics	Kove Corporation	Kroll Ontrack
LaunchPad Careers, Inc.	Lexicon Technologies, Inc.	LexisNexis	Lexmark	Liferay
Lightbend	LinkedIn Corp	Liquidware Labs	Load Dynamix	Lookout Inc.

Lucidworks	LuminosoTechnology Inc	Manhattan Software	MarkLogic	MeetingOne
MetaCarta	Modria	MotionDSP	mPower Innovations	Narrative Science
NCS Technologies	New Relic, Inc.	Next Level Security Systems	Ngrain	Nimble Storage
nlyte Software	Novodynamics	Nutanix	Oblong	OC Systems
Okta, Inc.	Omnilink	Onapsis	OpenSGI	Optensity
Optio Labs	OSIsoft, LLC.	Paxata	Pentaho	PernixData
Ping Identity Corporation	Pivotal	piXlogic	platfora	Precise
Precise Biometrics Inc.	Progress Software	QlikTech Inc.	Qmulos, LLC	Quality Technology Services
Quantum Secure, Inc.	ReadSpeaker	RealEyes Connect, LLC	Recommind	Recorded Future
Red Hat	Resilient	ReversingLabs	RSA Security	SafeNet
SafeNet Assured Technologies	Salesforce.com	Samsung KNOX	SAP	SDL Government
Security Innovation	Securonix	Sensics	Seros	ServiceNow
SevOne	Shavlik Technologies	SiteCompli, LLC.	Skyhigh Networks, Inc.	Skytree
Socrata, Inc.	Solix	Sonatype	Sonim	Splunk
SpringCM	SSH Government Solutions Inc	Stealthbits	Symantec	Tasktop
TeleMate.net Software	Tempered Networks	TerraGo	Tetra 4D	Text2Them
Thetus	Tintri	TouchShare	TRADS	TransUnion
Trend Micro	Tripwire	Trustwave	User1st Ltd.	Vena Solutions
Venafi	Veracode	Verisys	VERITAS	videoNEXT Federal, Inc.
Virtual Instruments	Virtustream	Vision Genesis	VMware	Vormetric
Voxer Federal LLC	Voyager Analytics Inc	Waratek Inc	WhiteCanyon Software	Workshare Technology
x Matters	Zscaler, Inc.			