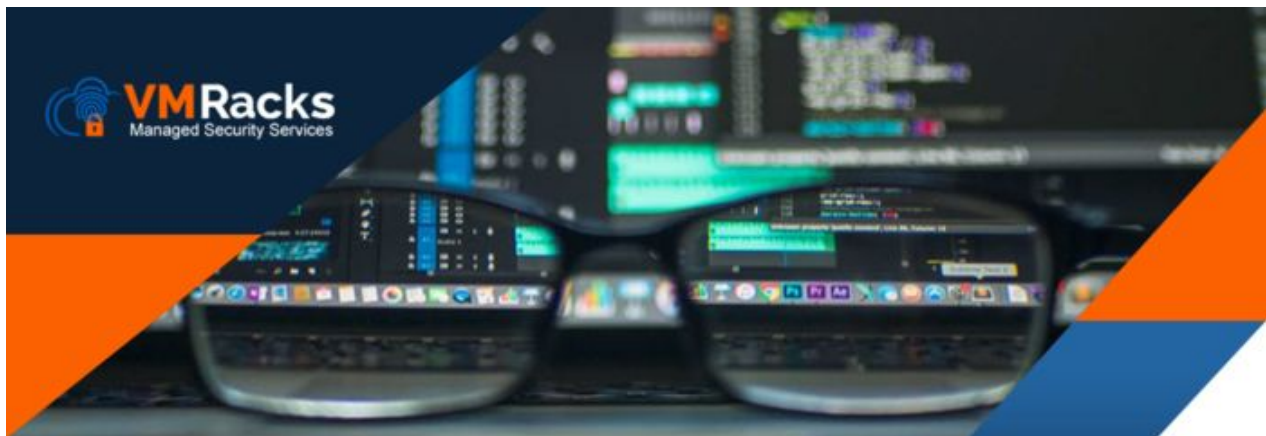




**GENERAL SERVICES ADMINISTRATION (GSA)
AUTHORIZED SCHEDULE PRICE LIST**

**GSA IT Schedule Contract Number: GS-35F-378DA
Contract Period: June 23, 2016 – June 22, 2021**



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

SCHEDULE NUMBER: 70

**SCHEDULE NAME: GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES**

**CONTRACTOR: ETICA, INC. (DBA VM RACKS)
334 VIA VERA CRUZ SUITE 203
SAN MARCOS, CA 92078**

POINT OF CONTACT: Gil Vidals
Tel: 760-798-3030
FAX: 877-912-6643
Web: www.vmracks.com

Business Size: Small

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CUSTOMER INFORMATION

1a	Awarded SINs:	132-40 – Cloud Computing Services 132-51 – IT Professional Services 132-8 – Purchase of New Equipment
1b	Lowest Priced Item	See Pricelist
1c	Labor Category Descriptions and Rates	See attached Terms and Conditions
2	Maximum Order:	132-40 – \$500,000 132-51 - \$500,000 132-8 - \$500,000
3	Minimum Order:	\$100
4	Geographic Coverage (delivery area):	Worldwide
5	Point of Production:	San Marcos, CA and Santa Fe Springs, CA
6	Discount from list prices or statement of net price:	See attached price list. Prices shown are net of discount.
7	Volume Discounts:	For Aberdeen (Manufacturer) products under SIN 132-8: 12% (25 or more units in same order.) For SIN 132-51: 2% for labor orders exceeding \$150,000.
8	Prompt Payment Terms:	1% - 20 Days; Net 30 Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9a	Notification that Government Purchase Cards are accepted at or below the micro- purchase threshold.	Government purchase cards must be accepted at or below the micro-purchase threshold.
9b	Notification whether Government purchase cards are accepted or not	Contractor will not accept Government commercial credit card above the micro-purchase threshold.

- 10 Foreign Items:** None
- 11 Delivery Time:**
- a. Normal As agreed upon with ordering activity
 - b. Expedited Contact contractor for availabilty
 - c. Overnight & 2 day delivery Contact contractor for availabilty
 - d. Urgent Requirements Contact contractor for availabilty
- 12 FOB Point(s):** Destination for Domestic and Overseas delivery
- 13a Ordering Address:** Same as Contractor address
- 13b Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules)
- 14 Payment Address:** P.O. Box 2064, Escondido, CA 92033
- 15 Warranty Provision:** 5 years parts and labor
- 16 Export packing charges, if applicable:** N/A
- 17 Terms and conditions of Government purchase card acceptance (any thresholds above the micro- purchase level):** N/A
- 18 Terms and conditions of rental, maintenance, and repair (if applicable):** N/A
- 19 Terms and conditions of installation (if applicable).** N/A
- 20 Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).** N/A
- 20a Terms and conditions for any other services (if applicable).** N/A
- 21 List of service and distribution points (if applicable):** N/A

22	List of participating dealers (if applicable):	N/A
23	Preventive maintenance (if applicable):	N/A
24a	Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):	N/A
24b	Section 508 Compliance for EIT:	N/A
25	DUNS Number:	847209848
26	Notification regarding registration in CCR database:	Registered

**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).

2. DESCRIPTION OF CLOUD COMPUTING SERVICES

Etica Inc DBA VM Racks offers enterprise level, FedRAMP-approved cloud computing services that are secure, cost-effective, and compliant, and adhere to the essential cloud characteristics as described in 'National Institute Of Standards And Technology' (NIST) special publication 800-145.

VM Racks Cloud Benefits and Features

Complete solution and managed security services
Private, hybrid, and public options
World-class, 24/7/365 “real world” IT services
Guaranteed performance and service quality
FedRAMP compliant and authorized

Our service offerings and capabilities for access to Private and Public Cloud solutions are demonstrated below.

2A. Private, FedRAMP Cloud

VM Racks offers Lifeline’s FedRAMP Ready, private cloud for government-wide use, to comply with the most stringent NIST 800-53 r4 and NIST 800-171 r1 controls. Lifeline’s cost-effective, FedRAMP datacenter is an exclusive and dedicated cloud-based space, allocated to specifically assigned consumers, not allowing access to unauthorized parties outside the project scope. Customers may request dedicated hardware, be placed on shared hardware, or combine co-location services with either of the above. The characteristics of VM Racks/Lifeline cloud include:

2B. On-Demand Self Service

VM Racks/Lifeline meets On-demand self-service by providing the customer with a vCloud Director Customer web portal to see and manage applications. A Hyper-V IaaS/PaaS Stack utilizes Windows Azure Pack for Hyper-V.

2C. Broad Network Access

Lifeline is a carrier hotel, providing access to 28 telco service providers, including point-to-point and Internet access.

2D. Resource Pooling

Resource pooling is achieved by either (customer’s choice) a VMware vCloud stack or a Hyper-V stack on shared physical hardware resources.

2E. Rapid Elasticity

VM Racks/Lifeline cloud’s rapid elasticity is achieved by maintaining a minimum 10% available overhead of physical computing resources, available for customer self-service provisioning at all times.

2F. Measured Service

VM Racks/Lifeline tracks key metrics to monitor the health, performance, availability and usage of your services, utilizing vCloud Usage Meter; Hyper-V IaaS/PaaS Stack: System Center Operations Manager.

VM Racks/Lifeline Private Cloud Services

SIN	MFR NAME	MFR Part No.	PRODUCT CATEGORY	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	COMMER. LIST PRICE (Monthly)	GSA OFFER PRICE (inclusive of the .75% IFF)
132-40	Lifeline	LLSETUP	Initial Setup	Virtual Firewall/Bandwidth Setup	Initial Setup Items - Virtual Firewall, 10 Mbps Bandwidth in private FedRAMP datacenter	EA	\$74.00	\$73.07
132-40	Lifeline	LLVM001	Virtual Hosting	Virtual Machine	Small VM [1 vCPU core / 2 GB RAM / up to 100 GB OS Drive], Veeam License, AV/Antimalware in private FedRAMP datacenter	EA	\$90.65	\$89.51
132-40	Lifeline	LLVM002	Virtual Hosting	Virtual Machine	Medium VM [2 vCPU cores / 4 GB RAM / up to 100 GB OS Drive], Veeam License, AV/Antimalware in private FedRAMP datacenter	EA	\$129.50	\$127.87
132-40	Lifeline	LLVM003	Virtual Hosting	Virtual Machine	Large VM [4 vCPU cores / 8 GB RAM / up to 100 GB OS Drive] Veeam License, AV/Antimalware in private FedRAMP datacenter	EA	\$207.20	\$204.59
132-40	Lifeline	LLCPU004	Additional Components - Prod	vCPU	vCPU Core in private FedRAMP datacenter (per CPU Core per month)	EA	\$22.20	\$21.92
132-40	Lifeline	LLGB005	Additional Components - Prod	GB	GB RAM in private FedRAMP datacenter (per GB per month)	EA	\$19.43	\$19.19

SIN	MFR NAME	MFR Part No.	PRODUCT CATEGORY	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	COMMER. LIST PRICE (Monthly)	GSA OFFER PRICE (inclusive of the .75% IFF)
132-40	LifeLine	LLGB006	Additional Components - Prod	GB	GB High Performance Storage in private FedRAMP datacenter (per GB per month)	EA	\$0.17	\$0.17
132-40	LifeLine	LLGB007	Additional Components - Prod	GB	GB File Storage in private FedRAMP datacenter (per GB per month)	EA	\$0.06	\$0.0592
132-40	LifeLine	LLLB008	Additional Components - Prod	Virtual Load Balancer	Virtual Load Balancer in private FedRAMP datacenter	EA	\$55.50	\$54.80
132-40	LifeLine	LLVM009	BC/DR	Virtual Machine	Small VM [1 vCPU core / 2 GB RAM / up to 100 GB OS Drive] in private FedRAMP datacenter	EA	\$90.65	\$89.51
132-40	LifeLine	LLVM010	BC/DR	Virtual Machine	Medium VM [2 vCPU cores / 4 GB RAM / up to 100 GB OS Drive] in private FedRAMP datacenter	EA	\$129.50	\$127.87
132-40	LifeLine	LLVM011	BC/DR	Virtual Machine	Large VM [4 vCPU cores / 8 GB RAM / up to 100 GB OS Drive] in private FedRAMP datacenter	EA	\$207.20	\$204.59
132-40	LifeLine	LLVCPU0-12	Additional Components - DR	Virtual Machine	vCPU Core in private FedRAMP datacenter (per CPU Core per month)	EA	\$11.10	\$10.96
132-40	LifeLine	LLGB013	Additional Components - DR	GB	GB RAM in private FedRAMP datacenter (per GB per month)	EA	\$4.63	\$4.57
132-40	LifeLine	LLGB014	Additional Components - DR	GB	GB High Performance Storage in private FedRAMP datacenter (per GB per month)	EA	\$0.17	\$0.168
132-40	LifeLine	LLGB015	Additional Components - DR	GB	GB File Storage in private FedRAMP datacenter (per GB per month)	EA	\$0.06	\$0.0592
132-40	LifeLine	LLLB016	Additional Components - DR	Virtual Load Balancer	Virtual Load Balancer in private FedRAMP datacenter	EA	\$55.50	\$54.80
132-40	LifeLine	LLGB017	Additional Components - DR	GB	GB Backup Storage [equal to amount of allocated production VMs] in private FedRAMP datacenter (per GB per month)	EA	\$0.04	\$0.0395
132-40	LifeLine	LLIM019	Internet Connectivity / Firewall	Virtual Machine	Mbps Internet Bandwidth - Burstable in private FedRAMP datacenter (per 10 Mbps per month)	EA	\$18.50	\$18.27
132-40	LifeLine	LLVF020	Internet Connectivity / Firewall	Virtual Firewall	Virtual Firewall in private FedRAMP datacenter	EA	\$55.50	\$54.80
132-40	LifeLine	LLIP021	Internet Connectivity / Firewall	Public IPv4	Public IPv4 Addresses in private FedRAMP datacenter	EA	\$12.95	\$12.79
132-40	LifeLine	LLEM022	Email	Email	Secure Email Solution (Per Mailbox) in private FedRAMP datacenter	EA	\$14.40	\$14.22
132-40	LifeLine	LLFS023	sFTP	Secure File Storage	500 GB Secure File Storage [Include 500 GB DR Storage] in private FedRAMP datacenter	EA	\$118.80	\$117.30
132-40	LifeLine	LLMFA024	sFTP	MFA	SFTP User Authentication in private FedRAMP datacenter (per user per month)	EA	\$48.00	\$47.40

3A. VM Racks Public Cloud

VM Racks offers FedRAMP Moderate ATO Public cloud, within the Google Cloud Platform (GCP). VM Racks' Google Cloud Services combine high responsiveness with world-class, managed security services, and are open for use by any public entity or organization willing to contract for it. Our cloud computing services via GCP adhere to the essential cloud characteristics described in NIST 800-145, as described below:

3B. On-Demand Self Service

Google meets On-demand self-service by providing the customer with a web portal to see and manage all of your applications - including web apps, databases, virtual machines, virtual networks, and storage.

3C. Broad Network Access

Google is available over the Internet. Any end-point device capable of connecting to the Internet would be able to take advantage of Google services. GCP is hosted in multiple locations within CONUS. Customers can connect an on-premise network to Google's virtual network, thus extending your network to include subnets and virtual machines hosted in Google infrastructure services.

3D. Resource Pooling

GCP supports a multi-tenant model to provide services for federal customers. Customers share the compute, network, storage and software infrastructures while implementing robust security, privacy, and compliance controls framework, plus additional stringent controls to meet higher level security requirements.

3E. Rapid Elasticity

Each type of compute service within GCP supports auto-scaling to make sure performance, resource allocation, and cost can be balanced, based upon customer objectives. Virtual machines supports the ability to scale up and/or out by configuring autoscaling.

3F. Measured Service

GCP services track key metrics that allow you to monitor the health, performance, availability and usage of your services. Monitoring provides data to ensure that your application stays up and running in a healthy state, stave off potential problems, or troubleshoot past ones.

VM Racks Public Cloud Services

SIN	MFR NAME	MFR Part No.	PRODUCT CATEGORY	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	COMMERCIAL LIST PRICE (Monthly)	GSA OFFER PRICE (inclusive of the .75% IFF)
132-40	VM Racks	EWI001	Windows Install	each	Microsoft Windows virtual machine configuration for the public cloud (one-time fee)	EA	\$395.00	\$390.03
132-40	VM Racks	EWSH002	Windows Server Hardening	each	Microsoft Windows server virtual machine hardening for enhanced security in the public cloud (one-time fee)	EA	\$395.00	\$390.03
132-40	VM Racks	EWDI003	Windows Domain Controller Install	each	Microsoft Windows Domain Controller virtual machine deployment in public cloud (one-time fee)	EA	\$1,295.00	\$1278.69
132-40	VM Racks	ELOS005	Linux Install	each	Linux virtual machine deployment in public cloud (one-time fee)	EA	\$295.00	\$291.28
132-40	VM Racks	ELOSH006	Linux Server Hardening	each	Linux virtual machine server hardening for enhanced security in the public cloud (one-time fee)	EA	\$395.00	\$390.03
132-40	VM Racks	EPM007	Patch Management	each	Administer and apply patches to operating system in the public cloud for Windows or Linux	EA	\$195.00	\$192.54
132-40	VM Racks	EIM008	Infrastructure Monitoring	each	Monitoring of Linux and Windows systems for stability and process thresholds such as CPU load, disk space, running processes in the public cloud (up to 100 systems, monthly fee)	EA	\$1,995.00	\$1969.87
132-40	VM Racks	EGCE009	Google Compute Engine Install	each	Setup Google Compute Engine (GCE) Networking within the Google Cloud Platform (GCP) - public cloud, including networking (up to 50 systems, one time fee)	EA	\$6,995.00	\$6906.90
132-40	VM Racks	EGKE010	Google Kubernetes Engine Install	each	Google Kubernetes Engine (GKE) within the Google Cloud Platform (GCP) - public cloud, including networking and virtual machines (up to 50 systems)	EA	\$5,980.00	\$5904.69
132-40	VM Racks	EGCEM011	Google Compute Engine Maintenance	each	Sustainment of Google Compute Engine (GCE) within the Google Cloud Platform (GCP) - public cloud, including networking and virtual machines (up to 50 systems, monthly fee)	EA	\$4,850.00	\$4788.92
132-40	VM Racks	ELB013	Load Balancing	each	Distribution of workloads with load balancers in public cloud (one time fee)	EA	\$995.00	\$982.47
132-40	VM Racks	EDR014	Disaster Recovery / Business Continuity	each	DR Setup between two data center in the public cloud (up to two load balancers, one time fee)	EA	\$1,295.00	\$1278.69
132-40	VM Racks	EFM015	Firewall Management	each	Firewall site-to-site VPN setup in public cloud (one-time fee)	EA	\$1,595.00	\$1574.91
132-40	VM Racks	EOB016	Offsite Backups	each	Offsite backups deployment for public cloud (up to 50 systems, one time fee)	EA	\$8,995.00	\$8881.71
132-40	VM Racks	EHID017	Host Intrusion Detection System Install	each	Host Intrusion Detection System (HIDS) for public cloud (up to 250 systems)	EA	\$7,450.00	\$7356.17

SIN	MFR NAME	MFR Part No.	PRODUCT CATEGORY	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	COMMERCIAL LIST PRICE (Monthly)	GSA OFFER PRICE (inclusive of the .75% IFF)
132-40	VM Racks	EAV018	Antivirus/ Anti- malware Install	each	Antivirus/Anti-malware setup and sustainment (up to 100 systems)	EA	\$3,995.00	\$3944.69
132-40	VM Racks	ECMI019	Configuration Management Install	each	Configuration Management (CM) setup, configuration, deploy. in public cloud (for up to 50 systems, one time set up fee)	EA	\$12,945.00	\$12781.96
132-40	VM Racks	EDCI020	Docker Container Install	each	Docker containers deployment on Linux systems in the public cloud (one-time fee)	EA	\$195.00	\$192.54
132-40	VM Racks	EMSQL021	MariaDB / MySQL Optimization	each	MariaDB/MySQL deployment on Linux systems in the public cloud (up to 10 systems, one time fee)	EA	\$3,995.00	\$3944.69
132-40	VM Racks	EOA022	Orchestration	each	Orchestration and automation of virtual machine deployments for Windows and Linux systems in the public cloud (per VM, one time fee)	EA	\$295.00	\$291.28
132-40	VM Racks	EJS023	Jenkins	each	Jenkins server creation and deployment in the public cloud (one-time fee)	EA	\$1,595.00	\$1574.91
132-40	VM Racks	EVM001	Virtual Hosting	Virtual Machine	Small VM [1 vCPU core / 3.75 GB RAM / up to 100 GB OS Drive] in public FedRAMP datacenter	EA	\$79.00	\$78.01
132-40	VM Racks	EVM002	Virtual Hosting	Virtual Machine	Medium VM [2 vCPU cores / 7.5 GB RAM / up to 100 GB OS Drive] in public FedRAMP datacenter	EA	\$104.00	\$102.69
132-40	VM Racks	EVM003	Virtual Hosting	Virtual Machine	Large VM [4 vCPU cores / 15 GB RAM / up to 100 GB OS Drive] in public FedRAMP datacenter	EA	\$152.50	\$150.58
132-40	VM Racks	EVM004	Virtual Hosting	Virtual Machine	Small Windows VM [2 vCPU core / 7.5 GB RAM / up to 100 GB OS Drive] in public FedRAMP datacenter	EA	\$162.50	\$160.45
132-40	VM Racks	EVM005	Virtual Hosting	Virtual Machine	Medium Windows VM [4 vCPU cores / 15 GB RAM / up to 100 GB OS Drive] in public FedRAMP datacenter	EA	\$269.50	\$266.11
132-40	VM Racks	EVM006	Virtual Hosting	Virtual Machine	Large Windows VM [8 vCPU cores / 30 GB RAM / up to 100 GB OS Drive] in public FedRAMP datacenter	EA	\$483.00	\$476.92
132-40	VM Racks	ECPU007	Virtual Hosting	Virtual Machine	CPU Cores in public FedRAMP datacenter (per CPU Core per month)	EA	\$20.50	\$20.24
132-40	VM Racks	ERAM008	Virtual Hosting	Virtual Machine	RAM per GB in public FedRAMP datacenter (per GB per month)	EA	\$2.95	\$2.91
132-40	VM Racks	ECS009	Virtual Hosting	Virtual Machine	Cloud Storage per GB in public FedRAMP datacenter (per GB per month)	EA	\$0.06	\$0.059
132-40	VM Racks	ECBUS010	Virtual Hosting	Virtual Machine	Cloud Back Up Storage per GB in public FedRAMP datacenter (per GB per month)	EA	\$0.12	\$0.118
132-40	VM Racks	ECBUS010	Virtual Hosting	Virtual Machine	Network Bandwidth in public FedRAMP datacenter (per Mbps per month)	EA	\$46.25	\$45.67
132-40	VM Racks	ESVPN011	Virtual Hosting	Virtual Machine	Site to Site VPN (per Tunnel) in public FedRAMP datacenter	EA	\$160.00	\$157.98

4. 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.

5. 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 (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”).

The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.

iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.

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

b. Deployment Model

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

c. Delivery Schedule

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

d. Interoperability

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

e. Performance of Cloud Computing Services

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

f. Reporting

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

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-1224 and OMB memos M-06-16 and M-07-16. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility

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

i. Geographic Requirements

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

j. Data Ownership and Retrieval and Intellectual Property

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

ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

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

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

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. 6 OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>
- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

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

k. Service Location Distribution

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

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

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

I. Related Professional Services

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

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

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

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

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

****NOTE: Contractors are to indicate in the pricelist whether the equipment is self-installable.***

- 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.
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****NOTE: CONTRACTORS SHOULD PROVIDE COMMERCIAL PRACTICES FOR INSTALLATION/DEINSTALLATION/REINSTALLATION FOR REVIEW AND POSSIBLE INCLUSION IN THE CONTRACT.****

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

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

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

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

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

****Contractor is to insert commercial warranty clauses.****

5 Years parts and labor

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).

Aberdeen Custom Servers

SIN	MANUF. NAME	MANUFACT. PART NO	PRODUCT NAME DESCRIPTION	UOI	COMMERCIAL LIST PRICE	MOST FAVORED CUSTOMER (MFC)	MFC PRICE	GSA OFFER PRICE (inclusive of the .75% IFF)
132-8	Aberdeen	Stirling-251678	Stirling 2U 280 Server E5 Dual Xeon 48TB SATA Storage	EA	\$6,506.67	All commerc. customers	\$6,506.67	\$6,424.73
132-8	Aberdeen	Stirling-251680	Stirling 2U 286 Server E5-2600v4 Dual Xeon 24TB SATA Storage	EA	\$4,807.51	All commerc. customers	\$4,807.51	\$4,746.96
132-8	Aberdeen	Stirling-251677	Stirling 287 VMware Ready Server (Rdnt.PS) Dual Xeon 64 GB 2133MHz DDR4 vSphere ESXi	EA	\$4,423.38	All commerc. customers	\$4,423.38	\$4,367.67
132-8	Aberdeen	Workstation-251682	Stirling W1 Mid-Tower Workstation Xeon Processor E3 Family; 4TB SATA HDD; 24X SATA DVD+/-RW DRIVE	EA	\$1,965.59	All commerc. customers	\$1,965.59	\$1,940.83
132-8	Aberdeen	Workstation-251683	Low-End Workstation, Mid Tower Intel I5 Family; 1TB SATA HDD; 24X SATA DVD+/-RW DRIVE	EA	\$921.27	All commerc. customers	\$921.27	\$909.66
132-8	Aberdeen	Abersan-251673	AberSAN 4U Standalone Z43 36-bay Dual Xeon 288TB Raw Storage	EA	\$73,032.85	All commerc. customers	\$73,032.85	\$72,113.04
132-8	Aberdeen	Abersan-251675	AberSAN 2U Single Head System ZXP4 Dual Xeon 4U/60Bay JBOD-A60 288TB Raw Storage	EA	\$71,911.49	All commerc. customers	\$71,911.49	\$71,005.80
132-8	Aberdeen	Abersan-251676	AberSAN ZXP4 Dual Head Xeon JBOD-A60 4U/60Bay 288TB Raw Storage	EA	\$92,410.55	All commerc. customers	\$92,410.55	\$91,246.69
132-8	Aberdeen	KITNAS-N27L (96TB)	ABERNAS 27L N96TB	EA	\$14,033.00	All commerc. customers	\$14,033.00	\$13,856.26
132-8	Aberdeen	KITNAS-N27L (72TB)	ABERNAS N27L	EA	\$12,533.00	All commerc. customers	\$12,533.00	\$12,375.15
132-8	Aberdeen	KITNAS-N27L (48TB)	ABERNAS N27L	EA	\$9,293.00	All commerc. customers	\$9,293.00	\$9,175.96
132-8	Aberdeen	KITNAS-N27L (24TB)	ABERNAS N27L	EA	\$8,153.00	All commerc. customers	\$8,153.00	\$8,050.32
132-8	Aberdeen	KITNAS-N47L (288TB)	ABERNAS N47L (288TB)	EA	\$34,430.00	All commerc. customers	\$34,430.00	\$33,996.37
132-8	Aberdeen	KITNAS-N47L (216TB)	ABERNAS N47L (216TB)	EA	\$29,930.00	All commerc. customers	\$29,930.00	\$29,553.05
132-8	Aberdeen	KITNAS-N47L (144TB)	ABERNAS N47L (144TB)	EA	\$20,120.00	All commerc. customers	\$20,120.00	\$19,866.60
132-8	Aberdeen	KITNAS-N47L (72TB)	ABERNAS N47L (72 TB)	EA	\$16,790.00	All commerc. customers	\$16,790.00	\$16,578.54
132-8	Aberdeen	KITNAS-N49L (608TB)	ABERNAS N49L (608TB)	EA	\$68,571.00	All commerc. customers	\$68,571.00	\$67,707.39
132-8	Aberdeen	KITNAS-N49L (468TB)	ABERNAS N49L (468TB)	EA	\$59,001.00	All commerc. customers	\$59,001.00	\$58,257.91

SIN	MANUF. NAME	MANUFACT. PART NO	PRODUCT NAME DESCRIPTION	UOI	COMMERCIAL LIST PRICE	MOST FAVORED CUSTOMER (MFC)	MFC PRICE	GSA OFFER PRICE (inclusive of the .75% IFF)
132-8	Aberdeen	KITNAS-N49L (312TB)	ABERNAS N49L (312TB)	EA	\$37,941.00	All commerc. customers	\$37,941.00	\$37,463.15
132-8	Aberdeen	KITNAS-49L (156TB)	ABERNAS N49L (156TB)	EA	\$30,531.00	All commerc. customers	\$30,531.00	\$30,146.48
132-8	Aberdeen	KITX12 (32TB)	STIRLING X12 (Rdnt.PS)	EA	\$6,995.00	All commerc. customers	\$6,995.00	\$6,906.90
132-8	Aberdeen	KITX12 (24TB)	STIRLING X12 (Rdnt.PS)	EA	\$6,517.00	All commerc. customers	\$6,517.00	\$6,434.92
132-8	Aberdeen	KITX12 (16TB)	STIRLING X12 (Rdnt.PS)	EA	\$5,210.00	All commerc. customers	\$5,210.00	\$5,144.38
132-8	Aberdeen	KITX12 (8TB)	STIRLING X12 (Rdnt.PS)	EA	\$4,017.00	All commerc. customers	\$4,017.00	\$3,966.41
132-8	Aberdeen	KITX27 (96TB)	STIRLING X27 (RDNT PS)	EA	\$11,378.00	All commerc. customers	\$11,378.00	\$11,234.70
132-8	Aberdeen	KITX27 (72TB)	STIRLING X27 (RDNT PS)	EA	\$10,035.00	All commerc. customers	\$10,035.00	\$9,908.61
132-8	Aberdeen	KITX27 (48TB)	STIRLING X27 (RDNT PS)	EA	\$7,134.00	All commerc. customers	\$7,134.00	\$7,044.15
132-8	Aberdeen	KITX27 (24TB)	STIRLING X27 (RDNT PS)	EA	\$6,113.00	All commerc. customers	\$6,113.00	\$6,036.01
132-8	Aberdeen	KITX22 (11.2TB)	STIRLING X22 (RDNT PS)	EA	\$54,546.00	All commerc. customers	\$54,546.00	\$53,859.02
132-8	Aberdeen	KITX22 (5.6TB)	STIRLING X22 (RDNT PS)	EA	\$37,186.00	All commerc. customers	\$37,186.00	\$36,717.66
132-8	Aberdeen	KITX22 (2.8TB)	STIRLING X22 (RDNT PS)	EA	\$22,943.00	All commerc. customers	\$22,943.00	\$22,654.05
132-8	Aberdeen	KITX47 (288TB)	STIRLING X47 (RDNT PS)	EA	\$29,185.00	All commerc. customers	\$29,185.00	\$28,817.43
132-8	Aberdeen	KITX47 (216TB)	STIRLING X47 (RDNT PS)	EA	\$25,155.00	All commerc. customers	\$25,155.00	\$24,838.19
132-8	Aberdeen	KITX47 (144TB)	STIRLING X47 (RDNT PS)	EA	\$16,145.00	All commerc. customers	\$16,145.00	\$15,941.66
132-8	Aberdeen	KITX47 (72TB)	STIRLING X47 (RDNT PS)	EA	\$13,388.00	All commerc. customers	\$13,388.00	\$13,219.39
132-8	Aberdeen	KITX49 (624TB)	STIRLING X49 (RDNT PS)	EA	\$58,227.00	All commerc. customers	\$58,227.00	\$57,493.66
132-8	Aberdeen	KITX49 (468TB)	STIRLING X49 (RDNT PS)	EA	\$49,496.00	All commerc. customers	\$49,496.00	\$48,872.62
132-8	Aberdeen	KITX49 (312TB)	STIRLING X49 (RDNT PS)	EA	\$30,336.00	All commerc. customers	\$30,336.00	\$29,953.93
132-8	Aberdeen	KITX49 (156TB)	STIRLING X49 (RDNT PS)	EA	\$24,000.00	All commerc. customers	\$24,000.00	\$23,697.73

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)AND IDENTITY ACCESS
MANAGEMENT PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 132-60F)**

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

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately. Further, non-professional labor categories shall be offered under SIN 132 100 only.**

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.

SIN	JOB TITLE	UNIT	RATE
132-51	Project / Task Lead	hour	\$222.17
132-51	Compliance Officer	hour	\$207.64
132-51	Software Engineer	hour	\$126.39
132-51	Systems Administrator Level 3	hour	\$160.06
132-51	Systems Administrator Level 2	hour	\$95.85
132-51	Systems Administrator Level 1	hour	\$69.14
132-51	Help Desk Technician Level 2	hour	\$46.35
132-51	Help Desk Technician Level 1	hour	\$33.85

LABOR CATEGORY DESCRIPTIONS:

DEGREE SUBSTITUTION

The descriptions below describe the functional responsibilities, education and experience requirements for each labor category. If personnel do not have the requested degree, equivalent work experience is to be substituted for the degree attained by an individual. Where there is experience equivalence, this equivalence is in addition to the minimal experience indicated in the description.

Degree	Experience Equivalent
Bachelor's	Associate's degree +2 years relevant experience
Master's	Bachelor's Degree +2 years relevant experience, or Associate's Degree + 4 years relevant experience

Project/Task Lead

Minimum/General Experience: 10 years of experience in a Project Management or related technical field, including managerial experience.

Functional Responsibility: Manages programs/projects of high risk and complexity. Defines, generates, and reviews program/project requirements. Conducts technical studies to refine the program/project requirements. Monitors program/project to ensure work scope, schedule, and budget are well-defined and maintained. Responsible for marketing new technology or follow-on business acquisition. Total value of programs/projects is generally between \$1 million and \$5M (life of contracts).

Minimum Education: Master's Degree

Compliance Officer

Minimum/General Experience: 10 years of experience in Risk/Security Assessments and Information Assurance or related technical field, including information security.

Functional Responsibility: Responsible for remediating areas of security, vulnerability, and risk; develops/implements corrective actions for resolution and problematic issues, and provides guidance on maintaining continued compliance. Identifies and responds to violations of compliance activities which include physical/logical security rules and conducts investigative procedures thereafter. Monitors system/network performance to ensure compliance and related activities on a continuing basis, taking appropriate steps to improve its effectiveness.

Minimum Education: Master's Degree

Software Engineer

Minimum/General Experience: 8 years

Functional Responsibility: Develops and applies advanced methods, theories, and research techniques in the investigation and solution of complex and advanced software applications and problems. Recommends corrections in technical applications and analysis. Codes and maintains complex utility programs, converts symbolic detailed logic into appropriate program language. Prepares sample test data, conducts program tests, and analyzes test results; recommends corrections for debugging program errors. Confers with systems personnel to clarify program intent, output requirements, and input data acquisition.

Minimum Education: Bachelor's Degree

Systems Administrator Level 3

Minimum/General Experience: 8 years

Functional Responsibility: Applies extremely complex and state-of-the-art networking concepts. Designs, evaluates, implements, and maintains local-, wide-, and metropolitan area networks to operate across all customer platforms. Selects operating systems and protocol suites, and configures network devices. Resolves interoperability problems to obtain operations across all platforms. Supports acquisition of hardware and software, and vendor services.

Minimum Education: Master's Degree

Systems Administrator Level 2

Minimum/General Experience: 5 years

Functional Responsibility: Performs routine assignments of substantial variety and complexity, using operational precedents. Installs and maintains extremely complex networks that typically link numerous computing platforms, operating systems, and network topologies across widely dispersed geographic areas. Evaluates hardware and software. Manages network performance. Troubleshoots and resolves complex problems. Extensive expertise across hardware and systems supplied by multiple vendors.

Minimum Education: Bachelor's Degree

Systems Administrator Level 1

Minimum/General Experience: 3 years

Functional Responsibility: Maintains data files and control procedures for complex systems. Responsible for system security and data integrity. Assigns passwords and monitors use of resources. Troubleshoots computer-related problems and contacts appropriate service representatives to resolve systems problems. Installs hardware and software. Performs backups, database administration, and file recovery. Optimizes system operation and resource utilization and performs system-capacity analysis and planning. Provides assistance to users in accessing and using business systems.

Minimum Education: Bachelor's Degree

Help Desk Technician Level 2

Minimum/General Experience: 3 years of experience in information systems.

Functional Responsibility: Provides support to users on issues of moderate complexity. Applies knowledge of state-of-the-art software, hardware, network infrastructure, and information technology to troubleshoot user/system problems. Provides installation services and routes complex problems to more experienced technical specialists. Simulates or recreates customer problems to resolve user operating difficulties. Assists users on technical matters regarding product use and problems or inquiries, and ensures proper handling and follow-up.

Minimum Education: Bachelor's Degree

Help Desk Technician Level 1

Minimum/General Experience: 1 year of experience in information systems.

Functional Responsibility: Provides technical support of software, hardware, systems, sub-systems, and/or applications. Answers questions about installation, operation, configuration, customization, and usage of assigned products. Escalates complex problems to engineering support staff or field engineering personnel. Escalates problems to higher level of expertise within the organization. Applies diagnostic techniques to identify problems, investigate causes, and recommend solutions to correct common failures.

Minimum Education:

Bachelor's Degree