



*General Services Administration  
Federal Supply Service  
Authorized Federal Supply Service (FAS)  
Multiple Award Schedule (MAS)*

*Terms and Conditions Pricelist current as of Modification PS-A856 (Refresh # 0016)*

## **47QTCA19D002A**

Period Covered by Contract: November 20, 2018 – November 19, 2023  
Business Size: Large Business

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-drive database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

### **1. Subcategories: IT Hardware, IT Software, IT Solutions, IT Training, Complimentary SINS And Services**

SIN 532420L	Leasing of new electronic equipment
SIN 33411	Purchasing of new electronic equipment
SIN 811212	Maintenance of Equipment, Repair Services and/or repair/Spare Parts
SIN 511210	Software Licenses
SIN 54151	Software Maintenance Services
SIN 518210C	Cloud and Cloud-Related IT Professional Services
SIN 611420	Information Technology Training
SIN 54151S	Information Technology Professional Services
SIN OLM	Order-Level Materials (OLM)

### **2. Maximum Order**

The Maximum Order value for all awarded Special Item Numbers (SINs) is \$500,000, except 611420 and OLM, which is \$250,000.

### **3. Minimum Order**

The Minimum Order value for all awarded Special Item Numbers (SINs) is \$100.00.

### **4. Geographic Scope of Contract**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico,

Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

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

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

**5. Points of Production**

Points of production vary per individual product offering. Please see each product for Country of Origin (COO). All items which are on-contract are TAA Compliant.

**6. Discount from List Prices**

Discounts from List Prices vary per individual product offerings. Prices shown are Net (discounts deducted)

**7. Quantity Discounts**

Quantity discounts are not offered.

**8. Prompt Payment Discounts**

Prompt payment discounts are not offered. Payment Terms are NET 30 calendar days from receipt of invoice. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

**9. Purchase Cards**

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

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: 800-391-0204 or 301-261-0204.

**10. Foreign Items (by COO)**

COO varies per individual product offering. Please see each product for Country of Origin (COO). All items which are on-contract are TAA Compliant.

**11. Delivery Schedule**

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER    DELIVERY TIME (Days ARO)

532420L	As Negotiated between Sirius Federal and Customer
33411	As Negotiated between Sirius Federal and Customer
811212	As negotiated between Sirius Federal and Customer
511210	As Negotiated between Sirius Federal and Customer
54151	As Negotiated between Sirius Federal and Customer
518210C	As Negotiated between Sirius Federal and Customer
611420	As negotiated between Sirius Federal and Customer
54151S	As negotiated between Sirius Federal and Customer
OLM	As Negotiated between Sirius Federal and Customer

- b. EXPEDITED DELIVERY: Customer may contact the Contractor for the purpose of obtaining expedited delivery. If the Contractor offers an expedited delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame and additional cost shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
- c. OVERNIGHT AND 2-DAY DELIVERY: Customer may contact the Contractor for the purpose of obtaining overnight and 2-day delivery. If the Contractor offers a delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame and additional cost shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
- d. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply as soon as possible after receipt. If the Contractor offers an accelerate delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**12. Shipping Terms**

CONUS - FOB Destination  
 OCONUS - FOB Origin

**13. a. Contractor’s Ordering Address:**

Sirius Federal, LLC.  
 2151 Priest Bridge Dr. Crofton, MD 21114

**b. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.
- c. FAR 8.405-3 Blanket Purchase Agreements (BPAs).

**14. Contractor's Payment Address:**

Sirius Federal, LLC.  
P.O. Box 759309  
Baltimore, MD 21275-9309

**15. Warranty Provision**

Warranty is in accordance with Contractor's Terms and Conditions, as well as, the terms and conditions of each Original Equipment Manufacturer (OEM).

**16. Export Packing Charges**

Export packing is available at extra cost outside the scope of this contract and shall be negotiated at order level with customer.

**17. Terms and Conditions of Gov't Purchase Card Acceptance (Any thresholds above the micro-purchase level.)**

Government Purchase Card Acceptance is in accordance with Contractor's Terms and Conditions, as well as, the terms and conditions of each Original Equipment Manufacturer (OEM), and as negotiated.

**18. Terms and Conditions of rental, maintenance, and repair.**

Rental, maintenance, and repair are in accordance with Contractor's Terms and Conditions, as well as, the terms and conditions of each Original Equipment Manufacturer (OEM), and as negotiated.

**19. Terms and Conditions of Installation**

Installation is in accordance with Contractor's Terms and Conditions, as well as, the terms and conditions of each Original Equipment Manufacturer (OEM), and as negotiated.

**20. Terms and Conditions of repair parts indicating date of parts price lists and any discounts from list prices.**

Repair parts are in accordance with Contractor's Terms and Conditions, as well as, the terms and conditions of each Original Equipment Manufacturer (OEM), and as negotiated. Discounts vary.

- a. Terms and conditions for any other services are in accordance with Contractor's Terms and Conditions, as well as, the terms and conditions of each Original Equipment Manufacturer (OEM), and as negotiated.

**21. List of service and distribution points.**

Services and distribution points vary.

**22. List of Participating Dealers**

No participating dealers exist at this time. However, dealer relationships may be established at the BPA level.

**23. Cooperative Purchasing**

Section 211 of the E-Government Act of 2002 amended the Federal Property and Administrative Services Act to allow for cooperative purchasing. Cooperative Purchasing authorizes State and local government entities to purchase Information Technology (IT) supplies/products and services from MAS Contracts that include SINS from IT Category of the MAS Consolidated Solicitation.

**24. Section 508 Compliance**

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

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**25. Unique Entity Identifier (UEI) Number**

MFGMH9R7GMG3

**26. Contractor has registered with the System for Award Management Database.**

**27. Liability for Injury or Damage**

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

**28. 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

**29. Services Performed**

- a) All 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.
- b) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- c) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

**30. Travel**

Any Contractor travel required in the performance of services must comply with the Joint Travel Regulation.

**31. Warranty**

- a) Unless otherwise specified 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's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements, if applicable.
- c) 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.

**SIN 33411 Purchasing of New Electronic Equipment**

33411 Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** 7010  
**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
334111	Electronic Computer Manufacturing	1250 employees
334112	Computer Storage Device Manufacturing	1250 employees

### SIN 532420L Leasing of New Electronic Equipment

811212 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

NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** W070  
**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	\$35 million

1. Specific Instructions for SIN 532420L - Leasing of new electronic equipment

- a. Two (2) sets of leasing terms and conditions are allowable. Either option or both options may be offered.
  - i. Option 1 does not contain a cancellation clause and all leases automatically expire on September 30th or sooner. Available at <http://www.gsa.gov/mascategoryrequirements>
  - ii. Option 2 contains a cancellation clause, in which the fee must be in accordance with applicable legal principles. Available at <http://www.gsa.gov/mascategoryrequirements>
- a. The terms and conditions for each option type(s) offered shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

**SIN Level Regulations:**

Regulation Number	Regulation Title/Comments
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)

### SIN 811212 Computer and Office Machine Repair and Maintenance

811212 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

NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** J070  
**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
811212	Computer and Office Machine Repair and Maintenance	\$30 million

1. Specific Instructions for SIN 811212 - Computer and Office Machine Repair and Maintenance

a. Hardware maintenance and/or Service Repair is available, and allow for additional information to complete the "fill-in" to the terms and conditions.

- i. Repair Service Order Terms available at [www.gsa.gov/mascategoryrequirements](http://www.gsa.gov/mascategoryrequirements)
- ii. Maintenance Order Terms available at [www.gsa.gov/mascategoryrequirements](http://www.gsa.gov/mascategoryrequirements)

a. The terms and conditions for each option type(s) offered shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

### SIN 54151S Information Technology Professional Services

54151S IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** D399  
**Maximum Order :** \$500,000  
**NAICS**

Number	Description	Business Size
541511	Custom Computer Programming Services	\$30 million
541512	Computer Systems Design Services	\$30 million
541513	Computer Facilities Management Services	\$30 million
541519	Other Computer Related Services	\$30 million

### SIN 511210 Software Licenses

511210 Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** 7030  
**Maximum Order :** \$500,000  
**NAICS**

Number	Description	Business Size
511210	Software Publishers	\$41.5 million

Additional SIN Description: Term Licenses The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for



converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

Perpetual Licenses The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics.

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

#### 1.) Specific Instructions for SIN 511210 - Software Licenses

a.) 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>.

b.) Contractors are encouraged to offer SIN 54151 Software Maintenance Services in conjunction with SIN 511210 - Software Licenses.

#### c.) Conversion From Term License To Perpetual License

i.) When .standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

ii.) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

iii.) 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.

iv.) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

d). Term License Cessation

i.) After a software product has been on a continuous term license for a period of \_\_\_\_\_  
(*Fill-in the period of time.*) 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. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

ii.) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

iii.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

iv.) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

e.) Utilization Limitations for Perpetual Licenses

i.) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

1.) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the

software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

2.) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government- wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

ii.) Reallocation of Perpetual Software (Option 2 Perpetual License)

1.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

2.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

3.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

4.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the

licensor.

5.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

6.) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

7.) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

8.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be \_\_\_\_\_ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

9.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 *CONTRACT PRICE LISTS (OCT 2016)*).

f.) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, 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, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## SIN 54151 Software Maintenance Services

54151 Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** J070  
**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
541511	Custom Computer Programming Services	\$30 million
541512	Computer Systems Design Services	\$30 million

Additional SIN Description: Software maintenance services are billed in arrears in accordance with 31 U.S.C. 3324.

1. Specific Instructions for SIN 54151 - Software Maintenance Services

**SIN 518210C Cloud and Cloud-Related IT Professional Services**

518210C Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** D305  
**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
518210	Data Processing, Hosting, and Related Services	\$35 million

**Instructions:**

Additional SIN Description: Cloud Services (i.e. SaaS, etc.) 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 SIN is open to all deployment models (private, public, community hybrid). Cloud computing services shall comply with National Institute of Standards and Technology (NIST) definitions and principles. Cloud capabilities provided shall be entirely as a "pay as you go" service.

Cloud-Related IT Professional Services, which are not subject to NIST standards, are related to assessing cloud solutions, preparing for cloud solutions, refactoring workloads for cloud solutions, migrating legacy or other systems to cloud solutions, developing new applications in the cloud, and providing management and/or governance of cloud solutions.

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

The SIN is limited to cloud capabilities provided entirely as a "pay as you go" service and cloud-related IT professional services. Hardware, software and other artifacts acquired to support the physical construction of a private or other cloud are out of scope for this SIN.

1) Specific Instructions for SIN 518210C - Cloud and Cloud-Related IT Professional Services

- a.) Offerors shall follow instructions and guidance for Cloud Computing Services available at available at <http://www.gsa.gov/mascategoryrequirements>
- b.) Offerors may propose:
  - i.) Cloud Services only (i.e. SaaS, etc.);
  - ii.) Cloud-computing related IT professional services only; or
  - iii.) Cloud Services (i.e. SaaS, etc.) and supporting cloud computing-related IT professional services.
- c.) Acceptance Testing: Acceptance testing shall be performed of the systems for ordering activity approval in accordance with the approved test procedures.
- d.) Training
  - i.) If training is provided in accordance with standard commercial practices, the offeror shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system.  
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  - ii.) f there are separate training charges, it should be included in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).
- e.) Information Assurance/Security Requirements: Offerors shall meet

information assurance/security requirements in accordance with the Ordering Activity requirements.

f.) Reporting: Offerors shall provide to the ordering activity any general reporting capabilities available to verify performance, cost and availability. In accordance with commercial standard practice, the offeror may furnish the ordering activity with a monthly summary report.

g.) Cloud-type IT Professional Services can stay on SIN 54151S - Information Technology Professional Services. The Cloud IT professional services on this SIN will be Cloud specific as the service titles and description will need to be cloud-centric. The relevant past performance projects must demonstrate that the IT professional services were utilized in the IAAS, PAAS, and/ or SAAS environment. NOTE: Identical labor categories cannot be on both SINs 54151S and 518210C.

h.) 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.

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

j.) All current pricing requirements in provision SCP-FSS-001 apply. At the current time, there is no provision for reducing or eliminating standard price list posting requirements to accommodate rapid cloud price fluctuations.

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

## 2.) Specific Evaluation Factors for SIN 518210C - Cloud and Cloud-Related IT

Professional Services a.) Cloud Computing Products (IAAS, PAAS, SAAS)

### Qualification Requirements

i.) FACTOR - Cloud Computing Services Adherence to Essential Cloud Characteristics

Within a two page limitation for each cloud service submitted, provide a

description of how the cloud computing service meets each of the five essential cloud computing characteristics as defined in National Institute of Standards and Technology (NIST) Special Publication 800-145 and subsequent versions of this publication. This standard specifies the definition of cloud computing for the use by Federal agencies. The cloud service must be capable of satisfying each of the five NIST essential Characteristics as follows:

- On-demand self-service
- Broad network access
- Resource Pooling
- Rapid Elasticity
  
- Measured Service

Refer to 518210C. Specific Information for Offerors available at <http://www.gsa.gov/mascategoryrequirements> for guidance on meeting the NIST characteristics. For the purposes of the Cloud Computing Services SIN, meeting the NIST essential characteristics is concerned primarily with whether the underlying capability of the commercial service is available, whether or not an Ordering Activity actually requests or implements the capability.

#### ii.) FACTOR – Cloud Computing Services Deployment Model

For each cloud service submitted, provide a written description of how the proposed service meets the NIST definition of a particular deployment model (Public, Private, Community, or Hybrid), within a one half (1/2) page limitation for each designated deployment model of each cloud service submitted. Multiple deployment model selection is permitted, but at least one model must be indicated. Refer to 518210C Specific Information for Offerors available at <http://www.gsa.gov/mascategoryrequirements> for guidance on identifying the appropriate deployment model according to the NIST service model definitions.

#### iii.) FACTOR - Cloud Computing Services Service Model

For each cloud computing service proposed to be categorized under a specific sub-category (IaaS, PaaS or SaaS), provide a written description of how the proposed service meets the NIST definition of that service model, within a half (1/2) page limitation for each cloud service submitted. Refer to 518210C Specific Information for Offerors available at <http://www.gsa.gov/mascategoryrequirements> for guidance on categorizing the service into a sub-category according to the NIST service model definitions.

Note: that it is not mandatory to select a sub-category, and therefore this factor for evaluation applies ONLY to cloud services proposed to fall under a specific sub-category. If no sub-category is selected, this factor does not need to be addressed. The



two other factors ('Adherence to Essential Cloud Characteristics' and 'Cloud Computing Services').

**SIN 611420 Information Technology Training**

611420 Includes training on hardware, software, cloud, and other applicable systems. NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** U012

**Maximum Order :** \$250,000

**NAICS**

Number	Description	Business Size
611420	Computer Training	\$12 million

**Instructions:**

1) Specific Instructions for SIN 611420 - Computer Training

a) Prepaid training tokens, credits, etc. shall not be permitted on this SIN.

b) Offerors 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 the IT Category.

c) Cancellation and Rescheduling

i) 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.

ii) In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified 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.

iii) The ordering activity reserves the right to substitute one student for another up to the first day of class.

iv) 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.

d) 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.

e) Format And Content Of Training

Offerors shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.

- i) If applicable, for hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- ii) Offerors shall provide each student with a Certificate of Training at the completion of each training course.
- iii) Offerors shall provide the following information for each training course offered:
  - A) course title,
  - B) a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - C) length of the course;
  - D) mandatory and desirable prerequisites for student enrollment;
  - E) minimum and maximum number of students per class;
  - F) locations where the course is offered;
  - G) class schedules; and
  - H) price (per student, per class (if applicable)).
- iv) For 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. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- v) For Online Training Courses, a copy of all training material must be available for electronic download by the students.
- f) "No Charge" Training
- g) Offerors shall describe any training provided with equipment and/or software provided under this contract, free of charge on the GSA Price List (I-FSS-600 *CONTRACT PRICE LISTS (OCT 2016)*).

## SIN OLM Order-Level Materials (OLM)

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

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

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

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

OLMs are not:

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

OLM Pricing:

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

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

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 0000

**Maximum Order :** \$250,000

**NAICS**

Number	Description	Business Size
000000	Generic NAICS Code for special SINs	

**Instructions:**

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

- 1) Apparel
- 2) Audio Visual Products
- 3) Audio Visual Services
- 4) Awards
- 5) Background Investigations
- 6) Business Administrative Services
- 7) Compensation and Benefits
- 8) Document Services
- 9) Electronic Commerce
- 10) Environmental Services
- 11) Facilities Maintenance and Repair
- 12) Facilities Services
- 13) Facilities Solutions
- 14) Financial Services
- 15) Fire/Rescue/Safety/Environmental Protection Equipment
- 16) Fitness Solutions.
- 17) Flags
- 18) Flooring
- 19) Fuel Management

- 20) Furniture Services
- 21) Healthcare Furniture
- 22) Household, Dormitory & Quarters Furniture
- 23) Human Resources
- 24) Identity Protection Services
- 25) Industrial Products
- 26) Industrial Products and Services Maintenance and Repair
- 27) IT Hardware
- 28) IT Services
- 29) IT Software
- 30) IT Solutions
- 31) IT Training
- 32) Language Services
- 33) Legal Services
- 34) Logistical Services
- 35) Machinery and Components
- 36) Mail Management
- 37) Marine and Harbor
- 38) Marketing and Public Relations
- 39) Medical Equipment
- 40) Miscellaneous Furniture
- 41) Musical Instruments
- 42) Office Furniture
- 43) Office Management Maintenance and Repair
- 44) Office Services
- 45) Packaged Furniture.
- 46) Printing and Photographic Equipment
- 47) Protective Equipment
- 48) Records Management
- 49) Search and Navigation
- 50) Security Animals and Related Services
- 51) Security Services
- 52) Security Systems
- 53) Signs
- 54) Social Services
- 55) Structures
- 56) Technical and Engineering Services (non- IT)
- 57) Telecommunications
- 58) Testing Equipment
- 59) Training

NOTE: More information related to the Order Level Materials SIN is available at [gsa.gov/mascategoryrequirements](https://gsa.gov/mascategoryrequirements)

**SIN Level Regulations:**

Regulation Number	Regulation Title/Comments
552.238-115	SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (MAY 2019)

SCP-FSS-007	SPECIAL PROPOSAL INSTRUCTIONS FOR ORDER-LEVEL MATERIALS SPECIAL ITEM NUMBER (DEC 2019)
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## SCP-FSS-007 SPECIAL PROPOSAL INSTRUCTIONS FOR ORDER-LEVEL MATERIALS SPECIAL ITEM NUMBER (DEC 2019)

- (a) This Schedule is authorized to allow for order-level materials (OLMs) in accordance with GSAR 538.7201. A listing of all OLM-authorized Schedules is available at [Order-Level Materials](#) site.
- (b) Clauses 552.212-4 *Contract Terms and Conditions - Alternate I* and 552.238-115 *Special Ordering Procedures for the Acquisition of Order-Level Materials* provide additional information on inclusion of OLMs in task and delivery orders placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA).
- (c) OLMs are only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price.
- (d) Offerors proposing the Order-Level Materials Special Item Number (SIN) are not required to propose items or pricing at the contract level, since by definition OLMs are *unknown* at the time of FSS contract award. The ordering activity contracting officer is responsible for defining OLMs and determining proposed OLM pricing fair and reasonable for a particular order.
- (e) OLMs are purchased under the authority of the FSS Program and are not “open market items.”
- (f) Items awarded under ancillary supplies/services and other direct cost (ODC) SINs are not OLMs. These SINs are reserved for items that can be defined and priced *up-front* at the FSS contract level.
- (g) The Order-Level Materials SIN cannot be the only SIN awarded on a contract. The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN.
- (h) The Order-Level Materials SIN is exempt from CSP-1 *Commercial Sales Practices* disclosure requirements.
- (i) The Order-Level Materials SIN is exempt from the following clauses:
- 552.216-70 Economic Price Adjustment - FSS Multiple Award Schedule Contracts*
- I-FSS-969 Economic Price Adjustment - FSS Multiple Award Schedule 552.238-77*
- Submission and Distribution of Authorized FSS Schedule Pricelists 552.238-81 Price Reductions*
- (j) Terms and conditions that otherwise apply to the FSS contract also apply to the Order-Level Materials SIN. Examples include but are not limited to:

Trade Agreements Act (TAA)

Sales reporting and Industrial Funding Fee (IFF)

remittance Environmental Attributes clauses

AbilityOne Program Essentially the Same (ETS) compliance

- (k) Prices for items provided under the Order-Level Materials SIN must be inclusive of the IFF. The value of order-level materials in a task or delivery order [or the cumulative value of order-level materials in orders against an FSS BPA] awarded under an FSS contract, shall not exceed 33.33% .
- (a) There are no administrative, technical, or price proposal requirements for the Order-Level Materials SIN (i.e., Section I - Administrative/Contract Data, Section II - Technical Proposal, and Section III - Price Proposal). The Order-Level Materials SIN will be awarded when proposed by an offeror, provided that (1) the Schedule is authorized for inclusion of OLMs, and
  - (2) The Order-Level Materials SIN will not be the only awarded SIN under the contract

**INFORMATION TECHNOLOGY CATEGORY  
HARDWARE SUBCATEGORY**

**SIN 532420L Option 1 Lease Terms and Conditions**

Option 1 Lease Terms and Conditions does not contain a cancellation clause and all leases automatically expire on September 30th or sooner.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

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:
  - i. 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 exercises its right to terminate under GSAR 552.212-4. 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.

- ii. 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 GSAR 552.212-4(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.

- 4. The following terms and conditions may be included.

- a. **ASSIGNMENT OF CLAIMS**

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. 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.

- b. **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.

- c. **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.

d. INSTALLATION AND MAINTENANCE

- i. 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.
- ii. 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.

e. MONTHLY PAYMENTS:

- i. 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.
- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:  
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.
- iii. 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 5.b. Above.
- iv. 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 the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. 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.



## f. LEASE END/DISCONTINUANCE OPTIONS

- i. 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.
- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.
- iii. 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.

## g. UPGRADES AND ADDITIONS

- i. 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.

- ii. 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.
  - iii. Any additions that are not so removable will become the Contractor's property (lien free).
  - iv. Leases of additions and upgrades must be co-terminus with that of the product.
- h. 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.
- i. 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 a Lease To Ownership or has otherwise paid the applicable purchase option price.
- j. 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 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.
- k. ADDITIONAL LEASE TERMS
- Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

**INFORMATION TECHNOLOGY CATEGORY  
HARDWARE SUBCATEGORY  
SIN 532420L Option 2 Lease Terms and Conditions**

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

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.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. LEASING PRICE LIST NOTICE

- a. Contractors must include the following notice in their contract price list for SIN 532420L:

“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 and/or DFAR 232.703-3(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.. 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 circumstances.

#### 4. LEASE TERMINATION

- a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
  - i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).
  - ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, 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.

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 payments 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

- c. 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.
4. The following terms and conditions may be included.
- a. ASSIGNMENT OF CLAIMS
 

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. 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.
  - b. 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.
  - c. 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.

## d. INSTALLATION AND MAINTENANCE

- i. 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.
- ii. 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.

## MONTHLY PAYMENTS:

- i. 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.
- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:  
  
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.
- iii. 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 5.b. Above.
- iv. 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 the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. 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.

## f. LEASE END/DISCONTINUANCE OPTIONS

- i. 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.
- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.
- iii. 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.

## g. UPGRADES AND ADDITIONS

- i. 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.

- ii. 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.
  - iii. Any additions that are not so removable will become the Contractor's property (lien free).
  - iv. Leases of additions and upgrades must be co-terminus with that of the product.
- h. 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.
- i. 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 a Lease To Ownership or has otherwise paid the applicable purchase option price.
- j. 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 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.
- k. ADDITIONAL LEASE TERMS
- Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.



**INFORMATION TECHNOLOGY CATEGORY  
HARDWARE SUBCATEGORY  
SIN 811212 Hardware Maintenance Order Terms**

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a \_\_\_\_ (\*\*insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or 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:

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location 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.

3) 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 the Information Technology Category.
- b) Equipment placed under maintenance service shall be in good operating condition.
  - i) 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.
  - ii) 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/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

- iii) If the equipment was not under the Contractor/OEM 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 the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, 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 Ordering Activity and the Contractor.

5) 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.
  - ii) 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.
  - iii) 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 GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
  - iv) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.

	Yes	No
Indicate if there will be an additional charge for travel and transportation.		

- b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

Quantity Range	Discounts
Units	%

Units	%
Units	%

**INFORMATION TECHNOLOGY CATEGORY  
HARDWARE SUBCATEGORY  
SIN 811212 Hardware Repair Service Order Terms**

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a \_\_\_\_ (\*\*insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or 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:

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location 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.

3) 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 the Information Technology Category.
- b) Equipment placed under maintenance and/or service shall be in good operating condition.
  - i) 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.
  - ii) 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/OEM

guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

- iii) If the equipment was not under the Contractor/OEM 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 the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, 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 Ordering Activity and the Contractor.

5) Repair Service Rate Provisions

- a) 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 the 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) At the Contractor/OEM's Facility
  - i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
  - ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
- d) At the Ordering Activity Location (Within Established Service Areas)
  - i) 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.
- e) At the Ordering Activity Location (Outside Established Service Areas)

- i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
  - ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.
- f) Labor Rates
- i) Regular Hours: Contract rates 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 at the convenience of the Contractor outside the regular hours.
  - ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)). Periods of less than one hour will be prorated to the nearest quarter hour.
  - iii) 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 shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

	Minimum Charge * - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor/OEM Facility			
Ordering Activity Location (Within Established Service Areas)			
Ordering Activity Location (Outside Established Service Areas)			

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

4) Repair Parts/Spare Parts Rate Provision

- a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.
- b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated \_\_\_\_\_, at a discount of \_\_\_% from such listed prices.

## SIRIUS FEDERAL GSA MAS IT PROFESSIONAL SERVICES RATES

<b>TITLE</b>	<b>Effective as of 11/20/2018</b>
Subject Matter Expert III	\$325
Subject Matter Expert II	\$275
Subject Matter Expert I	\$240
Consultant	\$200
Engineer	\$165
Associate	\$125
Sr IT Project Manager	\$210
IT Project Manager	\$182
Associate IT Project Manager	\$125

**SIRIUS FEDERAL GSA MAS IT PROFESSIONAL SERVICES RATES**

Title	Description	Requirements
Subject Matter Expert III	Serves as a Subject Matter Expert in more than one technology on complex projects. Serves as functional lead and focuses on the design, implementation, support and integration of highly complex solutions. May be responsible for oversight, administration, and management of one or more complex, long-term projects focusing on current and future needs of a client. Primary elements include requirements gathering, architecting a solution, deployment and implementation utilizing industry best practices.	Bachelor's degree and 15 or more years of experience preferred. Typically has expert level certifications
Subject Matter Expert II	Typically a Subject Matter Expert in more than one technology. Serves as functional lead and focuses on the design, implementation, support and integration of highly complex solutions. May be responsible for administration and management of one or more complex, long-term projects focusing on current and future needs of a client. Primary elements include requirements gathering, architecting a solution, deployment and implementation utilizing industry best practices.	Bachelor's degree and 10 or more years of experience preferred. Typically has expert level certifications
Subject Matter Expert I	Provides senior level expertise focused on networking, security, datacenter, or software solutions. May serve as Subject Matter Expert in one or more of these areas. Advises on overall architecture decisions on highly complex IT projects. Advise on integration of products and emerging technologies. Serves as technical lead on large or complex projects where OEM certification is desirable.	Bachelor's degree and 7-9 years of experience preferred. Typically holds professional or expert level IT certifications.
Consultant	Leads the design, configuration, implementation, and support of one or more information technology solutions such as networking, security, datacenter, and software solutions. Works under the guidance of a team lead or supervisor. May be involved in the support, monitoring of performance and stability of networks, security, datacenter, and software solutions. Uses various tools and methods to test and ensure functionality.	Bachelor's degree and 5-7 or more years of experience preferred. Typically holds professional level IT certifications.
Engineer	With minimal supervision, assists with the design, configuration, implementation, and support of one or more, low to moderately complex, information technology solutions such as networking, security, datacenter and software solutions. Works under the guidance of a team lead or supervisor. May be involved in the support, monitoring of performance and stability of networks, security, datacenter, and software solutions. Uses various tools and methods to test and ensure functionality.	Associates degree and 2-4 or more years of experience preferred. Typically holds associate level IT certifications.



Title	Description	Requirements
Associate	Under close supervision, assists with the design, configuration, implementation, and support of one or more information technology solutions such as networking, security, datacenter solutions, or software solutions. Works under the guidance of a team lead or supervisor. May be involved in the support, monitoring of performance and stability of networks, security, datacenter solutions, and software solutions. Uses various tools and methods to test and ensure functionality.	Associates degree and 0-2 or more years of experience preferred.
Sr IT Project Manager	Leads highly complex projects involving multiple technologies. Coordinate project activities and schedules with client and project staff to meet project requirements. Assign and oversee activities of project staff. Collaborate with Team Lead and customer on requirements, scope, deliverables, and schedules.	Typically has 6+ years of experience. May have various professional level project management certifications, such as Certified Project Management Professional.
IT Project Manager	Provides oversight on moderately complex projects. Coordinate project activities and schedules with client and project staff to meet project requirements. Assign and oversee activities of project staff. Collaborate with Team Lead and customer on requirements, scope, deliverables, and schedules.	Typically has 3-5 years of experience. May have various professional level project management certifications, such as Certified Project Management Professional.
Associate IT Project Manager	Under close supervision, provides oversight on low to moderate complexity projects. Coordinate project activities and schedules with client and project staff to meet project requirements. Assign and oversee activities of project staff. Collaborate with Team Lead and customer on requirements, scope, deliverables, and schedules.	Typically has 0-2 years of experience. May have various associate level project management certifications, such as Certified Associate in Project Management (CAPM).

## **USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS**

### **PREAMBLE**

Sirius Federal, LLC. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### **COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women- owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women- owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Sirius Federal, LLC, Edwina Wright, Tel.: 410-774-7272 or via E-mail: [ewright@siriusfederal.com](mailto:ewright@siriusfederal.com).)

## **GSA MAS INFORMATION TECHNOLOGY PRICE LIST MANUFACTURERS AND PRICE LIST**

All products are displayed on GSA Advantage at:- [www.gsaadvantage.gov](http://www.gsaadvantage.gov)

By placing orders hereunder, the customer fully accepts the Original Equipment Manufacturer (OEM)s' terms and conditions as applicable.