

**ADDENDUM
FOR THE QUANTITY PURCHASE AGREEMENT FOR COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES**

Contract # 000000000000000000021430

This Addendum is entered into by and between Indiana Department of Administration on behalf of the Indiana Office of Technology and all state agencies ("the State") and the entity designated as "Contractor" below.

WHEREAS, the Contractor provides a cooperative purchasing instrument through an established General Services Administration ("GSA") contract # GS-35F-0119Y and, the State has ongoing needs for key hardware and software products and professional services provided by the contractor;

WHEREAS, the State intends to reduce the number of standalone contracts in place by incorporating Statements of Work ("SoW") for each service engagement in this Quantity Purchase Agreement ("QPA"); and

NOW, THEREFORE, subject to the terms and conditions set forth below, the parties agree as follows:

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document ("this Contract"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

The parties enter into this Addendum to establish a QPA for information technology equipment, software and services, as described herein pursuant to the terms and conditions set out below.

Definitions:

- A. "State" means the State of Indiana executive branch agencies, the judicial branch, the legislative branch, and separately elected statewide officers.
- B. "Other Governmental Entities" means any Indiana county, municipality, municipal corporation, state educational institution, school corporation, city or county hospital, or bodies corporate and politic.

Contractor Name: Carahsoft Technology Corporation

Contractor Address: 1860 Michael Faraday Dr., Suite 100
Reston, VA 20190

Title of Form Contract: Federal Supply Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services;
General Services Administration Federal Acquisition Service
Authorized
Federal Supply Schedule Price List

1. Form Contract/Duties of Contractor

- A. Authorized Reseller/Partner. The Contractor provides goods and services primarily through Authorized Resellers/Partners. Each Authorized Reseller/Partner used by the

State pursuant to this QPA must (i) be registered to do business with the Indiana Secretary of State, (ii) have obtained a separate Vendor number from the Indiana Auditor of State, (iii) have provided the Auditor with the information required to make payment by electronic transfer as required by IC 4-13-2-14.8, (iv) have agreed to accept the terms and conditions of this QPA when accepting an order placed on behalf of the State, (v) be mutually agreed to by the Contractor and the State.

- B. Goods and Services Provided. The Contractor or its Authorized Resellers/Partners shall provide the information technology equipment, software, and services set forth in the Form Contract attached and incorporated as **Exhibit A**.
- a. New products and/or services that meet the scope of the work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to this contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation.
 - b. The Contractor shall source additional software publishers, upon the State's request. These additional software publishers shall be subject to the terms and conditions contained in this contract.
 - c. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") or its Authorized Resellers/Partners provided with any products and/or services hereunder shall be binding on the State, even if use of such products and/or services requires an affirmative "acceptance" of those Additional Terms before access is permitted.
 - d. Any entity utilizing professional services outlined in the Form Contract, shall complete the Statement of Work attached and incorporated fully as **Exhibit B**. Once paperwork is fully executed, the contractor or its Authorized Resellers/Partners shall develop a project plan for each new business opportunity added to the contract thereafter, with timelines mutually agreed to by the State and the Contractor or its Authorized Resellers/Partners. The executed SoW's are deemed to be attached to and incorporated within this contract by reference. Any inconsistency, conflict, or ambiguity between the SoW(s) and the contract shall be resolved by giving precedence and effect to this contract.
 - i. **A copy of all fully executed Statements of Work and any subsequent Change Orders shall be sent to John E. Helmer IV (JHelmer@idoa.IN.gov) and Mark Hempel (MHempel@idoa.IN.gov) at IDOA.**
 - e. The Contractor and its Authorized Resellers/Partners shall also agree to abide by the additional terms and conditions, pertaining to Cloud Computing Services, attached and incorporated fully as **Exhibit C**
- C. Contractor Oversight of Authorized Resellers/Partners. The Contractor will work with the State to (1) properly onboard Authorized Resellers/Partners such that they are fully aware of statewide contract parameters, (2) manage de-certification or off-boarding of Authorized Resellers/Partners from servicing statewide entities under this contract, and (3) assist in the resolution of any escalated customer issue. The Contractor will track the performance of Authorized Resellers/Partners to ensure that quality and service levels are maintained and that applicable Contractor certification requirements are met based on specialty of services requested under this QPA. The Contractor will facilitate regular

meetings to review QPA progress and Authorized Business Partner's performance. The Contractor may remove, without approval of the State, or add Authorized Resellers/Partners, with approval of the State, throughout the life of this QPA.

- D. Orders Placement through Authorized Reseller/Partner. The majority of orders will be placed directly through an Authorized Reseller/Partner. All Authorized Resellers/Partners are eligible to quote pricing for procurements under this QPA. The Contractor will not, directly or indirectly, restrict any Authorized Reseller's/Partner's participation or ability to quote pricing under this QPA. An Authorized Reseller/Partner will not offer less favorable pricing as reflected in the GSA rates described in the Consideration. Any additional incremental discounts or spot pricing, if offered, may be provided in the discretion and as the sole legal obligation of the Authorized Reseller/Partner. All requests for quotes and purchase orders placed by the State shall reference this QPA.
- E. Authorized Reseller/Partner Invoicing. Each Authorized Reseller/Partner may directly receive a purchase order, submit invoices for its own account, and receive payments in its own name. The Contractor shall make no claim against the State or any Other Governmental Entity for any payment dispute between the Contractor and an Authorized Reseller/Partner.
- F. Other Governmental Entities may purchase from this QPA by the means of a Purchase Order, a Statement of Work, or such other document as is acceptable to the Contractor and the Government Entity.
- G. No leasing transactions will occur under this contract by the State unless prior authorization has been obtained by the State Budget Agency.

2. Term

This contract begins on August 01, 2017 and ends July 31, 2019.

3. Consideration

- A. The products and/or services quoted shall be for the purchase of products and/or services meeting the specifications requested (products will meet published specification and services will meet the requirements in the SoW). The rates will be consistent with the associated GSA rates in the Form Contract as updated over the contract term. No additional charge may be requested later.
- B. The Contractor or its Authorized Resellers/Partners will be paid in accordance with the rates outlined in the Statement of Work documents executed between the State and the Contractor or its Authorized Resellers/Partners. Total consideration agreed to for each SoW remains consistent unless revised by a Change Order.
- C. The Contractor or its Authorized Resellers/Partners will invoice the State or Other Governmental Entity directly for products and/or services for which it received a Purchase Order. All invoices must reference this QPA. The State will not be responsible or financially liable for any orders placed, goods provided, or work performed for any Other Governmental Entity as defined above.
- D. The Contractor will receive no direct financial remuneration from the State for goods and services for the purchases by the State under this QPA made directly with the Authorized Reseller/Partner, it being understood that the Contractor's remuneration for indirect orders derives from its agreements with its Authorized Resellers/Partners.

E. By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

1. Any provision requiring the State of Indiana to provide insurance
2. Any provision requiring the State of Indiana to provide indemnity
3. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
4. Any provision providing that suit be brought in any state other than Indiana
5. Any provision providing for resolution of contract disputes
6. Any provision requiring the State of Indiana to pay any taxes
7. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
8. Any provision modifying the applicable Indiana statute of limitations
9. Any provision relating to the time within which a claim must be made.
10. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC §4-13-2-20
11. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC §5-14-3. This is a Public Contract and will be posted on the State's website pursuant to Executive Order 05-07
12. Any provision requiring payment in less than 35 days
13. Any provision providing for automatic renewal
14. Any provision giving the Form Contract precedence over this Addendum

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title, and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et. seq. and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

8. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana

Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC §5-22-3-7:
 - 1. The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - 2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the

State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training; and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval.
- C. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations.)

14. Debarment and Suspension

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to

terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be

processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist.

Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract

21. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and

other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance

- A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
 1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
 2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
 3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
 4. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
 5. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are

produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.

6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
 7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s) – Deleted; not applicable.

29. Licensing Standards

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance

Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
None					0.000

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

32. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Indiana Department of Administration
Attn: Account Management
Indiana Government Center South, Room W468
Indianapolis, IN 46204

With a copy to:

Indiana Office of Technology
Attn: Desktop Services
100 North Senate Avenue, N551
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

Carahsoft Technology Corp.
Attn: Contracts Manager
1860 Michael Faraday Drive Suite 100
Reston, VA 20190

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this addendum, (2) the form contract, (3) attachments prepared by the State and (4) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

36. Payments

- A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-

20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

41. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled

only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
None					0.000

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material

breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

48. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State's Boilerplate clauses (as defined in the *2016 OAG/ IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- Section 1 [Form Contract/Duties of Contractor] – Modified
- Section 3 [Consideration] – Modified
- Section 28 [Key Person(s)] – Deleted
- Section 34 [Order of Precedence; Incorporation by Reference] – Modified

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Carahsoft Technology Corporation

Indiana Department of Administration

By:

By:

Title:

Title:

Date:

Date:

Electronically Approved by: Indiana Office of Technology By: _____ (for) Dewand Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>



GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

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

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

Special Item No. 132-3 Leasing of Products
Special Item No. 132-8 Purchase of New Equipment
Special Item No. 132-12 Equipment Maintenance
Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service
Special Item No. 132-40 Cloud Computing Services
Special Item No. 132-50 Training Courses
Special Item No. 132-51 Information Technology Professional Services
Special Item No. 132-52 Electronic Commerce and Subscription Services

SPECIAL ITEM NUMBER 132-3 LEASING OF PRODUCTS

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

Lease of Products

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

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

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

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

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment



FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices
Telephone Answering and Voice Messaging Systems FSC

CLASS 7050 - ADP COMPONENTS

ADP Boards

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

Communications Equipment Cables FSC

CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses FSC

CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment
Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

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

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

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

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

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

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT



Miscellaneous Communications Equipment

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

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

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

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

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

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

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

Microcomputers

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

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

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

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

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

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

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

Microcomputers

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

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

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

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

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

SPECIAL ITEM NUMBER 132-40 – CLOUD COMPUTING SERVICES

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

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

Cloud Computing Services

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES

Includes training.

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

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

Training Courses for Information Technology Equipment and Software

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

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

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

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

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



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

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

CONTRACT NUMBER: GS-35F-0119Y

CONTRACT PERIOD: December 20, 2011 through December 19,2021

PRICELIST CURRENT THROUGH: Modification 1137 dated May 30, 2017

For more information on ordering from Federal Supply Schedules, click on the FSS Schedule button at fss.gsa.gov

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

CONTRACTOR'S POINT OF CONTACT FOR CONTRACT ADMINISTRATION:

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

BUSINESS SIZE: Other than Small

CONTRACTOR INFORMATION

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

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

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



Not Applicable

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

2. MAXIMUM ORDER:

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

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic and Overseas

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

6. DISCOUNT FROM INTERNAL RATE:

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

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

8. PROMPT PAYMENT TERMS: Net 30 Days

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

9. GOVERNMENT PURCHASE CARD:

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

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

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY:

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



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

11b. EXPEDITED DELIVERY:

Please contact the Contractor for availability and rates.

11c. OVERNIGHT AND 2-DAY DELIVERY:

Please contact the Contractor for availability and rates.

11d. URGENT REQUIREMENTS:

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

12. FOB POINT: Destination

13a. ORDERING ADDRESS:

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

13b. ORDERING PROCEDURES:

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

14. PAYMENT ADDRESS:

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

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

16. EXPORT PACKING CHARGES: Not Applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:

Please contact the Contractor for terms and conditions of acceptance.

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

Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION: Not Applicable

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

Not Applicable

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES:

Not Applicable

21. LIST OF SERVICE AND DISTRIBUTION POINTS: Not Applicable

22. LIST OF PARTICIPATING DEALERS: See Attachment 1 beginning on page 45, below.

23. PREVENTIVE MAINTENANCE: None

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

None

24b. SECTION 508 COMPLIANCE FOR ELECTRONIC and INFORMATION TECHNOLOGY:

Varies by Manufacturer.

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 088365767

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

Contractor has an Active Registration in the SAM database.

27. LABOR CATEGORY DESCRIPTIONS and PRICING:

See the Terms and Conditions for SIN 132-51 beginning on page 47, below.

28. NON-DEFECTIVE PRODUCT RETURNS

Products are eligible for return or replacement within 30 days of invoice. New and unopened product return requests received more than 30 days after invoice are considered to be out of policy return requests. These type requests will be considered on a case-by-case basis. Any applicable shipping costs to be paid by the customer.

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

LEASE TYPES

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

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

Orders for leased products must specify the leasing type.

OPTION 1:

1. STATEMENT

a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:

(1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercise its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.

(2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to



cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

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

OPTION 2

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

1. LEASING PRICE LIST NOTICE:

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

2. STATEMENT OF ORDERING ACTIVITY INTENT:

a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM:

a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or



as otherwise negotiated by the ordering activity and the Contractor.

b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

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

4. LEASE TERMINATION:

a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(1) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(2) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed

the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.

c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

LEASE PROVISIONS COMMON TO ALL TYPES OF LEASE AGREEMENTS

1. ORDERING PROCEDURES:

a. When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

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

b. The Contractor will respond with:

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

- (4) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (5) A confirmation of the availability of the product on the required delivery date.
- (6) Extent of warranty coverage, if any, of the leased products. (vii) The length of time the quote is valid.

c. The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

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

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

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

4. COMMENCEMENT OF LEASE:

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

5. INSTALLATION AND MAINTENANCE:

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

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

6. MONTHLY PAYMENTS:

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a “base value” for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: 800 Basis Points

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

- (1) to purchase the product for the residual value of the product, or
- (2) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

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

c. Returns:

(1) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

(2) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

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

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

- (i) deleted or disabled all files and copies of the software from the equipment on which it was installed;
- (ii) returned all software documentation, training manuals, and physical media on which the software was delivered; and
- (iii) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

(1) can be removed without causing material damage to the product;

(2) do not reduce the value of the product; and

(3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:

(1) were not leased from the Contractor, and

(2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

c. Any additions that are not so removable will become the Contractor's property (lien free).

d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

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



ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE:

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

11. TAXES:

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

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

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



OPTIONAL SUPPLEMENTAL LEASE TERMS

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

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

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

Supplemental Terms and Conditions

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

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

1. Base Interest Rates in the GSA Leasing Terms and Conditions are indexed to Treasury constant maturities as quoted in the Federal Statistical Release H.15 (519) as of the preceding date closest to the date of the Lease Quote.
2. This Lease quote is valid for thirty (30) days from the date of the Lease Quote. In the event an order is not issued by the Government within such thirty (30) days, Carahsoft reserves the right to requote the lease pricing or extend the original quote in writing. The Delivery Order issued to initiate a lease based on this Lease Quote must be in compliance with GSA SIN 132-3, Option 2, of the referenced GSA Contract. A lease order issued hereunder is subject to Carahsoft acceptance and/or Carahsoft's credit approval.
3. The Government agrees that early termination is highly unlikely because the acquisition, quantity and use of the involved Products are deemed to be essential to its operations and will complete an Essential Use Certificate to that effect if required by Lessor. Further, the Government reasonably believes that funds in an amount sufficient to make all payments during the Lease Term can be obtained and agrees to take all reasonable positive action to obtain and maintain such funds. This proposed lease is subject to Credit Approval by the Lessor's Credit Review Committee Except for any maintenance- responsibilities included in the Lease, the Government agrees that, by accepting the Lease and providing the Product for the Government’s use, Carahsoft has fully performed its obligation under the Lease.
4. Termination for Convenience of the Government: Leases entered into under this option may not



be terminated except by the ordering office's contracting officer responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions- Commercial Items, paragraph (l), Termination for Convenience of the Government. In the event of a Termination for Convenience of the Government, the Government will promptly pay Carahsoft, or its assignee, the following: i) the sum of the current fiscal year's payment obligations, including any applicable taxes and late fee's, less any payments made to the date of termination; plus ii) the Termination Ceiling, which will be the present value of the remaining Lease Payments over the Lease Term discounted at the like-term Treasury yield % used to calculate the periodic Lease Payments, interpolated to the number of months remaining in the Lease Term, plus any unpaid taxes or other charges then due.

5. Notwithstanding the provisions of SIN 132-3, for Leases with the Option to Own - Fair Market Value end of lease purchase option, the purchase option available to the Government at the end of the Lease Term shall be based on the then current Fair Market Value. The Government understands that it accrues no equity or partial ownership to the Products by virtue of Lease Payments paid hereunder. The Fair Market Value shall be determined by Carahsoft, or its assignee, on the basis of and shall be the value which would be obtained in an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion by either party to perform the transaction.
6. Carahsoft, or its assignee, will invoice, and the Government agrees to pay such periodic Lease payments in accordance with Section 2 / Payment Schedule as incorporated in your Lease Quote, prior to the beginning of the period for which the charges accrue. For Prompt Payment Act provisions, all invoices are due upon receipt of invoice, and are payable not later than the payment due date listed on the invoice or the 30th day from the start of the payment period in accordance with the Prompt Payment Act provisions 5 CFR Part 1315.4g and FAR 52.232-25. Prompt Payment Act (1315.10) interest penalties shall apply for all payments not made in accordance with this clause.
7. Products may only be terminated at the Delivery Order level in accordance with the termination provisions set forth in SIN 132-3. In the event the Government exercises its right to terminate a lease under SIN 132-3, the Government shall be required to return all the Products included in the Delivery Order to Contractor in accordance with the return provisions set forth therein. The end of lease purchase option is available to the

Government only upon satisfaction of all payment obligations for the full Lease Term and is not applicable to a lease termination prior to the end of the Lease Term.
8. It is the Government's intent to exercise each renewal option and to extend the lease until completion of the Lease Term provided the needs of the Government for the Products or functionally similar Products continue to exist. Accordingly, the Government shall not replace the Products leased under this delivery order with functionally similar Products during the Lease Term specified in the delivery order. For purposes of this clause, replacement includes reverting to the means by which the Government met the bona fide functional need before the Government issued the Order.
9. In the event you are of the opinion that any charges or credits on an invoice are not billed properly, the Government will promptly pay the portion of the invoice not in question and immediately provide Carahsoft, or its assignee, with detailed written notice of the items in question.



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

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

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

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Please Refer to GSAADVANTAGE! For Specific Information Regarding Installation

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

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

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

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price.



The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

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

Please Refer to GSAADVANTAGE! For Specific Information Regarding Warranty

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

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

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

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

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

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

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 25 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

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

Or, manufacturer support center as listed on the order

2. MAINTENANCE ORDER

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

schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

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

4. LOSS OR DAMAGE

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

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

None

e. QUANTITY DISCOUNTS

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

Quantity Range	<u>N/A Units</u>	Discounts	<u>0%</u>
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9. REPAIR SERVICE RATE PROVISIONS

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

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

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

machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

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

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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



REPAIR SERVICE RATES

	REGULAR HOLIDAYS	AFTER CHARGE*	SUNDAYS AND PER HOUR**	MINIMUM PER HOUR**	HOURS PER HOUR
LOCATION					
CONTRACTOR'S SHOP		_____			
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)		_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)		_____	_____	_____	_____
*MINIMUM CHARGES INCLUDE ____ FULL HOURS ON THE JOB.					
**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR					

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

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

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

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

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

a. REPAIR SERVICE

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

b. REPAIR PARTS/SPARE PARTS

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

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

12. INVOICES AND PAYMENTS

a. Maintenance Service

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

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



b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

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

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

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

3. GUARANTEE/WARRANTY

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

Please Refer to GSAADVANTAGE! For Specific Information Regarding Warranty

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).

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

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 888-662-2724 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 AM Eastern Time to 5 PM Eastern Time.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

 X

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

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

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

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

X

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

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

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

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

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

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

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

Not available under the scope of this contract.

8. TERM LICENSE CESSATION

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

Not available under the scope of this contract.

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

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



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

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

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

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

Not available under the scope of this contract.

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

1. SCOPE

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

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

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

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

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST. See Table 1 for a representation of the scope and sub-categories.

Table 1: Cloud Computing Services SIN

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

2. RESPONSIBILITIES OF THE CONTRACTOR

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

a. Acceptance Testing

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

b. Training

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

c. Information Assurance/Security Requirements

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

d. Related Professional Services

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

e. Performance of Cloud Computing Services

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

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

f. Reporting

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

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

3. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

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

a. Ordering Activity Information Assurance/Security Requirements Guidance

- i. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.

ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work.² The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

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

iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.³

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

b. Deployment Model

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

c. Delivery Schedule

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

d. Interoperability

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

e. Performance of Cloud Computing Services

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

f. Reporting

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

g. Privacy

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

² Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”)

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

h. Accessibility

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

i. Geographic Requirements

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

j. Data Ownership and Retrieval and Intellectual Property

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

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

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

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

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

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

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

⁵ OMB memo M-06-16: Protection of Sensitive Agency Information

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

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

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

k. Service Location Distribution

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

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

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

1. Related Professional Services

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

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

4. GUIDANCE FOR CONTRACTORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2, including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements. Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145⁷.

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

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

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

a. NIST Essential Characteristics

General Guidance

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

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

Table 3: Guidance on Meeting NIST Essential Characteristics

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

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

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

Inheriting Essential Characteristics

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

Assessing Broad Network Access

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

Resource Pooling and Private Cloud

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

b. NIST Service Model

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

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

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

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

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

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

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

Table 3: Guidance on Mapping to NIST Service Models

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

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

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

c. Deployment Model

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

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

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

Table 4: Guidance for Selecting a Deployment Model

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



Cloud Supplemental Attachment A

ServiceNow

Introduction

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

Adherence to Essential Cloud Characteristics

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

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

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

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

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

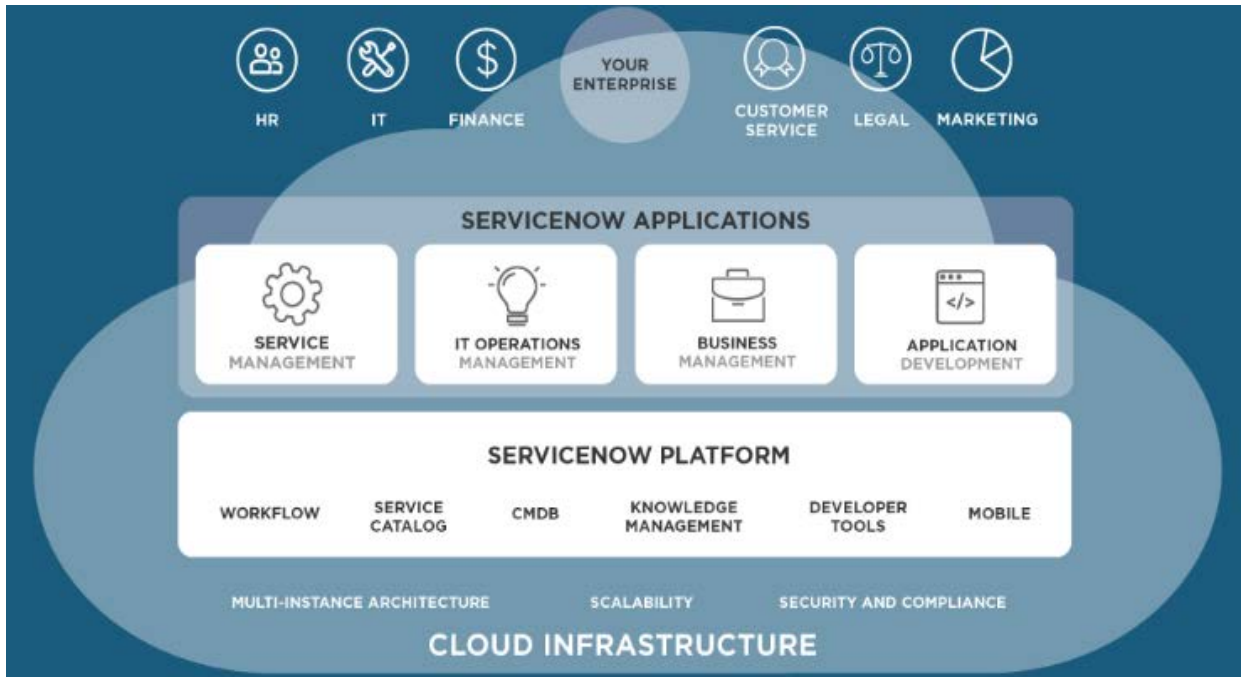
Measured Service: ServiceNow provides a Real Availability Dashboard that shows availability from the customer perspective. This refers to the percentage of production time that an instance is up and available for use.

Deployment Model

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

Service Model

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





Cloud Supplemental Attachment B

Virtustream

Introduction

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

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

Adherence to Essential Cloud Characteristics

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

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

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

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

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

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

Deployment Model

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



Mission-critical applications, like SAP, Oracle and others, don't just run in Virtustream Federal Cloud—they perform more efficiently than ever before. Because Virtustream Federal Cloud was built from the ground up to deliver outstanding performance and availability, we back our offerings with industry-leading service level agreements at the application level.

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

Service Model

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



Cloud Supplemental Attachment C Veritas

Introduction

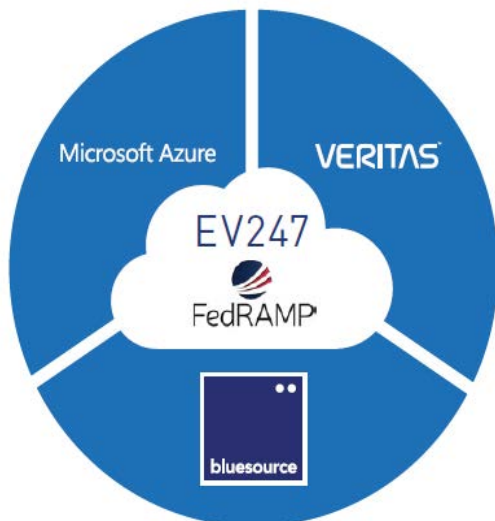
As the 2019 'Managing Government Records' directive is getting closer, Federal Agencies are at a critical turning point for the management of records. Having a federal information archiving strategy is more important now than ever before for protecting records, ensuring compliance and building a digital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

World Class Technology Partners

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

FedRAMP authorized product

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



Cloud archiving benefits for Federal Agencies

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

Adherence to Essential Cloud Characteristics

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



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

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

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

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

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

Deployment Model

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

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

Industry leading archive functionality

Agile data archiving

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

Tailor-made archiving policies

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

FedRamp authorized

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

Easily accessible and simple to use

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

Connected Mobility

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

Highest quality eDiscovery features

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

Service Model

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

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

1. SCOPE

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

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

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

5. FOLLOW-UP SUPPORT

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

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT



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

8. FORMAT AND CONTENT OF TRAINING

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

9. "NO CHARGE" TRAINING

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

Not Offered

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a

stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

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

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

Commercial Job Title: Consulting Engineer

GSA Schedule Rate: \$200.00/hour

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

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

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

Commercial Job Title: Project Manager

GSA Schedule Rate: \$195.00/hour

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

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

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

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

Commercial Job Title: Senior Information Architect

GSA Schedule Rate: \$250.00/hour

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

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

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

Commercial Job Title: Senior Information Architect

GSA Schedule Rate: \$250.00/hour

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

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

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

Commercial Job Title: Senior Project Manager

GSA Schedule Rate: \$244.57/hour

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

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

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



Commercial Job Title: Information Architect

GSA Schedule Rate: \$195.00/hour

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

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

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

Commercial Job Title: Senior Consulting Engineer

GSA Schedule Rate: \$230.00/hour

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

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

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

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 132-52)

1. SCOPE

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

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

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

3. INFORMATION ASSURANCE

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

4. DELIVERY SCHEDULE.

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

5. INTEROPERABILITY.

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

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of

Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. **PERFORMANCE OF ELECTRONIC SERVICES**

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

8. **RESPONSIBILITIES OF THE CONTRACTOR**

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

9. **RIGHTS IN DATA**

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

10. **ACCEPTANCE TESTING**

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

11. **WARRANTY**

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

Please Refer to GSAADVANTAGE! For Specific Information Regarding Warranty

The warranty shall commence upon the later of the following:

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

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

12. **MANAGEMENT AND OPERATIONS PRICING**

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

13. **TRAINING**

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



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

Please Refer to GSAADVANTAGE! FOR Specific Information

14. MONTHLY REPORTS

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

15. ELECTRONIC COMMERCE SERVICE PLAN

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

Please Refer to GSAADVANTAGE! For Specific Information

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

Please Refer to GSAADVANTAGE! For Specific Information

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

Please Refer to GSAADVANTAGE! For Specific Information



ATTACHMENT I - AUTHORIZED PARTICIPATING DEALERS

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

For the complete listing of authorized participating dealers please see:

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



ATTACHMENT II – Contractor Team Arrangements

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

For the complete listing of Contractor Team Arrangements please see:

http://www.carahsoft.com/application/files/6914/7499/0331/Teaming_Partners.pdf



ATTACHMENT III – Commercial Supplier Agreements

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

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



ATTACHMENT III A – U.S. Government Adobe FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Adobe Category Management Offering addresses current OMB Memorandum's (M-16-04, M-16-12), Circular A-130, OFPP and, GSA Federal Cyber, electronic government and Category Management policy requirements.

The Adobe Data Centric Security and Electronic Signature Solutions provide the best-in-class technology to the federal government. Providing a streamlined avenue for agencies to acquire Adobe technology through category management will improve the acquisition and management of the proposed solutions.

Solution 1

1. Adobe enterprise digital rights Category management

The Adobe Enterprise Digital Rights Management Bundle provides a DRM solution to documents allowing only people with specific credentials the ability to apply persistent protection to sensitive documents and information. With this level of dynamic protection you can revoke and change permissions within a document regardless of document location and you can protect against potential fraudulent activity. In addition, you can perform certificate based digital signatures on PDF documents when used with Acrobat*.

SKU	Description	List Price	GSA Price	Discount Level 1 >\$5M Annual Spend*	Discount Level 2 >\$15M Annual Spend*	Discount Level 3 >\$20M Annual Spend*
210T-1423-DRM1	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 1: Up to 1,000 Users	\$405,600.00	\$367,623.29	8%	15%	30%
210T-1423-DRM2	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 2: Up to 5,000 Users	\$625,600.00	\$567,023.29	8%	15%	30%
210T-1423-DRM3	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 3: Up to 10,000 Users	\$1,251,200.00	\$1,134,046.58	8%	15%	30%
210T-1423-DRM4	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 4: Up to 25,000 Users	\$2,777,400.00	\$2,517,343.16	8%	15%	30%
210T-1423-DRM5	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 5: Up to 50,000 Users	\$5,554,800.00	\$5,034,686.32	8%	15%	30%

Adobe Consulting Services are required with the purchase of each bundle listed above. The recommended number of hours per bundle are listed below.

- 210T-1423-DRM1 – Up to 165 Hours
- 210T-1423-DRM2 – Up to 330 Hours
- 210T-1423-DRM3 – Up to 330 Hours
- 210T-1423-DRM4 – Up to 490 Hours
- 210T-1423-DRM5 – Up to 670 Hours

Please note, the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the GSA Schedule Price.

*Discount Level Detail



Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$20,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the Adobe Fiscal Year which begins on December 1st. A full listing of eligible parent and sub agencies can be found on OPM.gov located [HERE](#).

In addition to the bundle pricing and discounts offered in the chart above, Carahsoft would like to offer the government additional discounts for all Adobe Experience Manager and Analytics software available on the GSA Schedule. Upon the purchase of any bundle listed above the ordering agency will receive 7% off any additional** Adobe Term licenses. The initial period of performance for all eligible Adobe Term Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis. The additional 7% discount for add on licenses will be offered so long as ordering agency has an active DRM Bundle Term License.

We are dedicated to providing the Enterprise Digital Rights Management solution to all federal agencies regardless of agency size. The Adobe team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

*Bundle requires supported version of Acrobat to be installed

**Additional discounts limited to Adobe Experience Manager and Analytics Software only, excludes services and training.



Adobe Digital Rights Management Bundle - Breakout

Product Description	1,000 Users Qty	5,000 Users Qty	10,000 Users Qty	25,000 Users Qty	50,000 Users Qty
Adobe Experience Manager Forms 6.2 – On Premise Term - Per Core - 12 Months	2	2	4	8	16
Adobe Experience Manager Document Security 6.2 – On Premise Term Minimum 1000 Recipients - Per Recipient - 12 Months	1,000	5,000	10,000	25,000	50,000
Adobe Insight Client License Per Named User (12 Month Term License)	1	1	2	4	8
Adobe Insight Reporting License - Per Server Add On (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe Insight Data Transformation Functionality - License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Insight Sensor License - Per Web Server (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe File Server Unit (FSU) License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Data Processing Unit (DPU) License - Per Server (Up To 500 Gb) (12 Month Term License)	1	1	2	4	8

Solution 2

Adobe Electronic Signatures category management

Adobe Sign

Adobe Sign is licensed in two ways: by signature transaction and by seat. The discounts below apply to either licensing model.

Pricing for the following Adobe Sign products purchased shall be in accordance with the established GSA price list/rate less the applicable guaranteed minimum discount percentages specified in the table below. Current GSA SKU's and licensing models for Sign eligible for discounts listed below are;

Licensing Model: Per Seat/User

SKU	Description	List Price	GSA Price
210-7041-ES	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Seat - Purchase Min 5 Seats Req (300 Transactions per Seat Included) - 12 Months	\$540.00	\$527.76

Licensing Model: Per Transaction

SKU	Description	List Price	GSA Price
210-7041-T	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Transaction 1-300 Transaction Purchase Req (Existing eSign Account Required) - 12 Month	\$540.00	\$527.76

Discounts are offered on a per total order basis as outlined in the table below:

Tier	Order Transaction Amount	Discount from GSA
Tier 1	\$25,000.00 - \$75,000.00	2%
Tier 2	\$75,000.01 - \$125,000.00	4%
Tier 3	\$125,000.01 - \$200,000.00	6%



Tier 4	\$200,000.01 - \$500,000.00	8%
Tier 5	\$500,000.01 +	10%

*Discounts are not cumulative.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.



ATTACHMENT III B – U.S. Government HPE FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

As Agencies begin to implement their FITARA Roadmaps, HPE Software can help reduce cost and significantly speed the time to value. The HPE Category Management Offering helps GSA eliminate redundancies, increase efficiency, and deliver more value and savings from acquisition programs and contribute progress towards category management goals/objectives.

The HPE Solutions provide the best-in-class technology to the federal government. For more than 70 years, the HPE brand has stood for quality, reliability and technology leadership with a focus on customer satisfaction.

Solution 1

1. HPE Enterprise Software License Management

The HPE Enterprise Software License Management Bundle provides pre-configured capability offerings to assist Agencies enable enterprise software license management required by OMB. The bundles include HPE Discovery and Universal Configuration Management Database, Hardware/Software Asset Management and our IT Business Analytics products with initial required implementation services to ensure customer success.

SKU	Description	List Price	Bundle GSA Price	Total Discount
HPE-SWLMDCC-S	FITARA HPE Software License Management for Data Center Bundle - Small	\$ 565,618.86	\$ 402,096.07	28.91%
HPE-SWLMDCC-M	FITARA HPE Software License Management for Data Center Bundle - Medium	\$ 618,895.14	\$ 430,888.34	30.38%
HPE-SWLMDCC-L	FITARA HPE Software License Management for Data Center Bundle - Large	\$ 905,089.29	\$ 614,067.05	32.15%
HPE-SWLMDCC-XL	FITARA HPE Software License Management for Data Center Bundle - xLarge	\$ 1,216,425.59	\$ 805,765.52	33.76%
HPE-SWLMDCC-S	FITARA HPE Software License Management for Data Center & Clients Bundle - Small	\$ 567,518.73	\$ 403,422.47	28.91%
HPE-SWLMDCC-M	FITARA HPE Software License Management for Data Center & Clients Bundle - Medium	\$ 620,795.01	\$ 415,108.38	33.13%
HPE-SWLMDCC-L	FITARA HPE Software License Management for Data Center & Clients Bundle - Large	\$ 906,989.16	\$ 590,102.95	34.94%
HPE-SWLMDCC-XL	FITARA HPE Software License Management for Data Center & Clients Bundle - xLarge	\$ 1,218,325.46	\$ 747,303.30	38.66%

Solution 2

HPE Incremental Development

The HPE Incremental Development Bundle provides pre-configured capability offerings to help Agencies setup Agile methods and incremental development best practices required by FITARA. The bundles include HPE Agile Management Suite coupled with our Application Life-cycle management and IT Business Analytics with initial required implementation services to ensure customer success.

SKU	Description	List Price	GSA Price	Total Discount
HPE-SWIDH-S	FITARA HPE Software for Incremental Development Hybrid Bundle - Small	\$ 1,167,122.96	\$ 820,437.52	29.70%
HPE-SWIDH-M	FITARA HPE Software for Incremental Development Hybrid Bundle - Medium	\$ 3,383,650.64	\$ 2,319,175.67	31.46%
HPE-SWIDH-L	FITARA HPE Software for Incremental Development Hybrid Bundle - Large	\$ 11,824,492.34	\$ 7,915,023.39	33.06%
HPE-SWIDTA-S	FITARA HPE Software for Incremental Development Test Automation Bundle - Small	\$ 757,223.09	\$ 537,574.71	29.01%
HPE-SWIDTA-M	FITARA HPE Software for Incremental Development Test Automation Bundle - Medium	\$ 3,486,809.20	\$ 2,398,658.03	31.21%
HPE-SWIDTA-L	FITARA HPE Software for Incremental Development Test Automation Bundle - Large	\$ 12,036,673.99	\$ 8,091,553.77	32.78%
HPE-SWIDMT-S	FITARA HPE Software for Incremental Development Mobile Testing Bundle - Small	\$ 151,601.75	\$ 112,970.13	25.48%
HPE-SWIDMT-M	FITARA HPE Software for Incremental Development Mobile Testing Bundle - Medium	\$ 385,925.97	\$ 275,541.38	28.60%
HPE-SWIDMT-L	FITARA HPE Software for Incremental Development Mobile Testing Bundle - Large	\$ 817,877.17	\$ 553,910.10	32.27%

Solution 3

HPE IT Portfolio Savings

The HPE IT Portfolio Savings Bundle provides pre-configured capability offerings to help Agencies track and improve their IT Portfolio Savings and application rationalization goals as well as report metrics monthly to OMB. The bundles include HPE Project and Portfolio Management, Enterprise Maps, Application Portfolio Management and IT Business Analytics products with initial required implementation services to ensure customer success.

SKU	Description	List Price	GSA Price	Total Discount
HPE-ITPS-S	FITARA HPE IT Portfolio Savings Bundle - Small	\$ 706,270.36	\$ 502,020.09	28.92%
HPE-ITPS-M	FITARA HPE IT Portfolio Savings Bundle - Med	\$ 2,215,923.43	\$ 1,526,562.71	31.11%
HPE-ITPS-L	FITARA HPE IT Portfolio Savings Bundle - Large	\$ 4,533,599.68	\$ 3,050,308.22	32.72%

SOLUTION 4 DATA CENTER AUTOMATION

The HPE Data Center Automation Bundle's pre-configured capability offerings to help Agencies improve operational efficiencies and cost savings goals through automation of common IT process for deployment and compliance of application and infrastructure updates. The bundles include our operations orchestrator, deployment and network automation (CODAR/NMA) products.

SKU	Description	List Price	GSA Price	Total Discount
HPE-SWDCA-SM	FITARA HPE Software for Data Center Automation - Small	\$ 740,363.35	\$ 558,151.41	24.61%
HPE-SWDCA-M	FITARA HPE Software for Data Center Automation - Medium	\$ 1,336,024.32	\$ 990,332.60	25.87%
HPE-SWDCA-L	FITARA HPE Software for Data Center Automation - Large	\$ 3,189,215.32	\$ 2,136,530.65	33.01%



How to Select the Appropriate Bundle Size

Bundle	How to Select the size
FITARA HPE SW License Management	Based on the number of OSI's that are required to support Enterprise Software, typically the CTO will know how many unique servers exist or will require Agents for ITAM/SAM. A small includes 100 OSI, Medium includes 200 OSI, Large is 400 and an X-Large will support 500 OSI's.
FITARA HPE SW License Management with "Clients"	Add the number of client (end user workstations), same as the enterprise license management but includes end point licenses. Small can support 3000 endpoints, Medium 15,000. Large 30,000 and Extra-large 150,000
FITARA Data Center Automation	Based on the number of OSI's for Server Automation, we estimated the network automation based on the OSI's. The Small offering includes 3000 OSI's and includes Server Automation and Operations Orchestration server. The Medium offering builds upon small, and includes Network Automation and Database & Middleware Automation. The Large builds upon the medium and includes HP IT Operations Compliance.
FITARA HPE IT Portfolio Savings	Based on number of named users that require portfolio/project management, Business Analytics and Enterprise Maps access. Agencies should buy enough named users to support the IT functions desired. If they only need Portfolio Management, they should buy a size that matches the amount of portfolio managers or Budget/Planning users. Additional named user license keys are required for other IT functions, such as program/project management, application rationalization etc. The Small offering includes 100 named users, Medium 500 and Large 1000 named users.
FITARA HPE Incremental Development Hybrid	Based on the size of their requirements management and agile management and testing teams, the Hybrid offering includes both applications life cycle management and Agile Management license keys. Small equals 50 users, Medium 150 Users and Large equal's 500 Users. Respectively, 10, 30 and 100 license keys are provided for Agile Management for small, medium and large.
FITARA HPE Incr Dev Auto Test	These additional products are estimated based on the number of performance testers, service testers and the number of separate network environments desired for testing Includes additional license keys for application lifecycle management, business process testing and unified functional testing as well as up to 100 performance test virtual users for a small, 1000 for a medium and 5000 for a large. Network/Service Virtualization was also included with quantities of 50 for a small, 500 for a medium and 2500 for a large..
FITARA Incremental Development Mobile Testing	Based on the number/type of Mobile devices and different mobile networks required. A Small Offering includes 1 Mobile Center Suite license that can support 4 concurrent accesses and 4 mobile devices. A medium includes an additional 6 devices and a Large can support 16 devices

*Key: OSI: Operating System Instance, basically a server, including virtual servers or "Instances".

The HPE Software Team is available to help with the selection of the right size/option for Agencies as well as to discuss details about the specific capabilities provided within each offering to help Agencies make the best value selection.

Discount Terms

*Discounts are not cumulative.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized HPE/Carahsoft reseller.

HPE Software will honor the same discounts on any additional HPE ITM products that are added to a purchase order for one of these initial offerings. This will make it easy for Agencies to add specific products desired to address unique requirements. For example, our cloud, business service monitoring, DevOps, storage management or additional training can be easily added at the time of purchase.

Pricing is discounted from standard GSA pricing based upon volume. Offerings are available for small, medium, large and in some cases extra large quantities.

Each of these bundles requires a separate Professional Services package to be purchased for implementation. HPE and Carahsoft will work with the customer to create a Statement of Work to best fit the customers' needs prior to purchase.

ATTACHMENT V - Approved IT Manufacturers

Approved IT Manufacturers:

10ZiG Technology	Boeing	Cyber-Ark	Granicus	Lookout Inc.	QlikTech Inc.	Tech Soft 3D, Inc.
Accela, Inc.	Bomgar	Cybersponse	Greenlight Technologies	Lucidworks	Qmulos, LLC	TeleMate.net Software
Accellion, Inc.	Box, Inc.	Cylance	Gridless Power Corporation	LuminosoTechnologies, Inc	Quality Technology Services	Tempered Networks
AccessData Group, LLC	BreezyPrint Corporation	CyVision Technologies	GroundWork	Manhattan Software	Qualtrics	Text2Them
Aconex	Bromium	Dataguise	Haystax	MarketResearch.com, Inc	Qualys, Inc.	Thales e-Security Inc.
Acquia, Inc.	Bunchball Inc.	DataLocker	Hewlett Packard Enterprise	MarkLogic	Quantum Secure, Inc.	Thetus
Acronis North America	Burning Glass	Datameer	HyperOffice	MeetingOne	ReadSpeaker	ThinkSmart
Actiance	CA Technologies	DataPipe	Hypori	MetaCarta	Recommind	Tintri
Active Risk Inc.	CAFM Resources	DatCard Systems, Inc.	HyTrust	Modria	Recorded Future	TRADS
Adobe	Canda Solutions	Datum Software, Inc.	IBM	MotionDSP	Red Hat	TransUnion
Advanced Kiosks	Capsule Tech, Inc.	DDN Storage	Identity Automation	mPower Innovations	Resilient	Trend Micro
AgileCraft	Carahsoft	Delphix	ikeGPS	Narrative Science	ReversingLabs	Trifacta
Akamai	CarePICS LLC	Digital Guardian	Imperva	NCS Technologies	RSA Security	Tripwire
Alexsys Corporation	Carnegie Speech Company	Digital Map Products	impriva	New Relic, Inc.	SafeNet Assured Technologies	Trusted.com
Alfresco	Carpathia	Digital Reasoning	Info Security Corp (ISC)	Ngrain	Salesforce.com	Trustwave
Alice Receptionist (WinTech LLC)	Case Commons	DocuSign	Infoblox	Nimble Storage	Samsung KNOX	User1st Ltd.
Anomali	Cellebrite	Drawloop	InQuisient	nlyte Software	SAP	UXstorm
APOS	Center for Internet Security (CISEURITY)	dreamfactory	Insight Engines	Novodynamics	SAP NS2	VCE Company, LLC
AppSense	Centrifuge Systems	Dtex Systems	Intergral	Nutanix	Saviynt	Venafi

Apptio	centripetal networks	Earthling Security	Intermap Technologies	Oblong	SDL Government	Veracode
AppViewX	Certes Networks	EMC	InterSpec	Okta, Inc.	Seagate Government Solutions	VERITAS
Aptean	Certipath	EnterpriseDB	invincea	Onapsis	SeamlessDocs	videoNEXT Federal, Inc.
Arcusys	cFive Solutions Inc.	eSync Training	iOra	OpenSGI	Security Innovation	VIIAD Systems, LLC
Arista Networks	Cideon	Exabeam	IPsoft	Optensity	Securonix	Virtru Corporation
AssetOptic	Ciena	ExtraHop	Ivanti, Inc.	Optio Labs	ServiceNow	Virtual Instruments
Atlassian	Cipher Cloud	F5 Networks, Inc.	Jama Software	OSIsoft, LLC.	SevOne	Virtustream
Autodesk	ClearInsight Solutions	FireEye	Jive	OutSystems	SiteCompli, LLC.	Vision Genesis
Avecto	Clockwork-Solutions	FiscalNote, Inc.	Kingston Technology Corporation	Paxata	Skyhigh Networks, Inc.	VMware
AvePoint Public Sector, Inc.	cloudera	Flow Corporation	Know Who	Pentaho	Skytree	Voxer Federal LLC
Avere Systems	CloudFrontGroup	Fonteva	Knowmadics	Pindrop Security	Socrata, Inc.	Voyager Analytics Inc
Avue Technologies	CloudPassage	Forgerock	Kofax	Ping Identity Corporation	Sonatype	Waratek Inc
Axon Enterprise, Inc.	CollabNet	GB & Smith	Kove Corporation	Pivotal	Sonim	WhiteCanyon Software
Axway	CompassCom	Gemedy, Inc.	LaunchPad Careers, Inc.	piXlogic	Splunk	Workshare Technology
BasicGov	CompassData, Inc.	Genesys	LexisNexis	PlanetRisk, Inc.	SpringCM	WPI Services
Basis Technology	Computable Insights LLC	Geofeedia	Liferay	platfora	SSH Government Solutions Inc	x Matters
BlackBag Tech	Conduv	Gigamon	Lightbend	Precise	Stealthbits	Xcential
Blackberry	Contrast Security	Globalscape	LinkedIn Corporation	Precise Biometrics Inc.	Symantec	Zscaler, Inc.
BlackDuck	Corporate Reimbursement Services, Inc.	Google	Liquidware Labs	Progress Software	Syntasa	
Blanco Technology Group	Cutting Edge	Govini	Load Dynamix	Proofpoint, Inc.	Tasktop	

Exhibit B
Statement of Work (Sample)

Contractor, and _____ (“the State”) have entered into a Quantity Purchase Agreement (“QPA”). Contractor and the State agree that the Contractor will provide Services as described in this Statement of Work (“SoW”) in accordance with the terms set forth in the QPA. This Statement of Work is effective when signed by the Contractor and the State.

I. Introduction:

Project name:

Project number:

Title/Name of SOW:

SoW ID Number:

SoW Effective Date/Start Date:

Business Owners:

Bill To Address:

Deliver To Address:

Project Manager(s):

- Contractor Project Manager:
- The State’s Project Manager:

Project Objective: Project Objective is a short statement condensing the scope of the project, its schedule and resource(s) to be used.

II. Project Description/Description of Services

A. Scope of Statement of Work:

General description of what the project will and will not include.

B. Term of Statement of Work:

Estimated Start Date: [Enter date]

Estimated Completion Date: [Enter date]

III. Development and Implementation Approach

A. Basic Approach:

Methodology or strategy by which an engagement/project will be executed. If the SoW covers multiple releases of functionality, that will be outlined here.

B. Summary of Services Components and Deliverables:

Service Components	Deliverables
Example: <ul style="list-style-type: none">• 4 hours of instructional service	Example: <ul style="list-style-type: none">• A 4 hour workshop for School X Content Creators and IS Staff

C. Project Schedule/Major Milestones:

D. Project Organization:

High-level description of project organization.

E. Project Roles and Responsibilities:

F. Reporting:

Explanation of how the Project Status will be tracked and reported.

G. Project Risks and Assumptions:

Identification of known and/or potential barriers or boundaries as they relate to the work effort covered by this SoW.

H. Changes of Scope:

Any modifications or changes to the services outlined in the original signed SoW must be approved in writing by both Parties. Such writing may take the form of a Change Request Form presented to the State by the Contractor.

IV. Project Resources and Prices:

Service Rates, Expenses and Totals:

Part Number	Description	Total
[Enter Part#]	[Enter Description]	\$ [Enter Amount]
[Enter Part#]	[Enter Description]	\$ [Enter Amount]
Total Fees and Expenses		\$ [Enter Amount]

B. Authorized Service Fees and Expenses (if any):

Enter \$ Amount authorized.

V. Statement of Work Approval Signatures:

Contractor	The State
SIGNATURE:	SIGNATURE:
PRINT NAME:	PRINT NAME:
TITLE:	TITLE:
DATE:	EFFECTIVE DATE:

Indiana Office of Technology (IOT)

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

A COPY OF ALL FULLY EXECUTED STATEMENTS OF WORK AND ANY SUBSEQUENT CHANGE ORDERS SHALL BE SENT TO John E. Helmer IV (JHelmer@idoa.IN.gov) and Mark Hempel (MHempel@idoa.IN.gov) AT THE INDIANA DEPARTMENT OF ADMINISTRATION (IDOA).

Exhibit C

State of Indiana Cloud Computing Terms and Conditions

DEFINITIONS

Data means all information, whether in oral, written, or electronic form, created by or in any way originating with the State, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or that in any way originated with the State, in the course of using and configuring the Services.

Data Breach means any actual or reasonably suspected unauthorized access to or acquisition of Encrypted Data.

Encrypted Data means Data that that is required to be encrypted under the contract and Statement of Work.

Indiana Office of Technology means the agency established by Ind. Code § 4-13.1-2-1.

Information Security Framework means the State of Indiana's written policy and standards document governing matters affecting security and available at <http://www.in.gov/iot/2339.htm>.

Security Incident means any actual or reasonably suspected unauthorized access to the contractor's system, regardless of whether contractor is aware of a Data Breach. A Security Incident may or may not become a Data Breach.

Service(s) means that which is provided to the State by contractor pursuant to this contract and the contractors obligations under the contract.

Service Level Agreement means a written agreement between both the State and the contractor that is subject to the terms and conditions of this contract. Service Level Agreements should include: (1) the technical service level performance promises (i.e. metrics for performance and intervals for measure); (2) description of service quality; (3) identification of roles and responsibilities; (4) remedies, such as credits; and (5) an explanation of how remedies or credits are calculated and issued.

Statement of Work means the written agreement between both the State and contractor attached to and incorporated into this contract.

TERMS

1. Data Ownership: The State owns all rights, title, and interest in the Data. The contractor shall not access State user accounts or Data, except: (1) in the normal course of data center operations; (2) in response to Service or technical issues; (3) as required by the express terms of this contract, applicable Statement of Work, or applicable Service Level Agreement; or (4) at the State's written request.

Contractor shall not collect, access, or use Data except as strictly necessary to provide Service to the State. No information regarding State's use of the Service may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and Data shall be an integral part of the business activities of the contractor to ensure there is no inappropriate or unauthorized use of Data at any time. To this end, the contractor shall safeguard the confidentiality, integrity, and availability of Data and shall comply with the following conditions:

a. The contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Data. Contractor shall implement and maintain heightened security measures with respect to Encrypted Data. Such security measures shall be in accordance with Indiana Office of Technology practice and recognized industry practice, including but not limited to the following:

1. Information Security Framework; and
2. Indiana Office of Technology Cloud Product and Service Agreements, Standard ID: IOT-CS-SEC-010.

b. All Encrypted Data shall be subject to controlled access. Any stipulation of responsibilities shall be included in the Statement of Work and will identify specific roles and responsibilities.

c. The contractor shall encrypt all Data at rest and in transit, **unless otherwise specified and mutually agreed upon in the Statement of Work**. The State may, in the Statement of Work, identify Data it deems as that which may be publicly disclosed that is not subject to encryption. Data so designated may be maintained without encryption at rest and in transit. The level of protection and encryption for all Encrypted Data shall meet or exceed that required in the Information Security Framework.

d. At no time shall any Data or processes — that either belong to or are intended for the use of State — be copied, disclosed, or retained by the contractor or any party related to the contractor for subsequent use in any transaction that does not include the State.

e. The contractor shall not use any information collected in connection with the Services for any purpose other than fulfilling its obligations under the contract.

3. Data Location: Storage of Data at rest shall be located solely in data centers in the United States and the contractor shall provide its Services to the State and its end users solely from locations in the United States. The contractor shall not store Data on portable devices, including personal laptop and desktop computers. The contractor shall access Data remotely only as required to provide technical support. The contractor shall provide technical user support on a 24/7 basis unless specified otherwise in the Service Level Agreement.

4. Notice Regarding Security Incident or Data Breach:

a. Incident Response: contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the contract. Discussing Security Incidents and Data Breaches with the State must be handled on an urgent basis, as part of contractor's communication and mitigation processes as mutually agreed upon in the Service Level Agreement, contained in the contract, and in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.

b. Security Incident Reporting Requirements: The contractor shall report a Security Incident to the State-identified contact(s) as soon as possible by telephone and email, but in no case later than two (2) days after the Security Incident occurs. Notice requirements may be clarified in the Service Level Agreement and shall be construed in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.

c. Data Breach Reporting Requirements: If a Data Breach occurs, the contractor shall do the following in accordance with IC 4-1-11 and IC 24-4.9 as they may apply: (1) as soon as possible notify the State-identified contact(s) by telephone and email, but in no case later than two (2) days after the Data Breach occurs unless a shorter notice period is required by applicable law; and (2) take commercially-reasonable measures to address the Data Breach in a timely manner. Notice requirements may be clarified in the Service Level Agreement. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.

5. Responsibilities Regarding Data Breach: This section applies when a Data Breach occurs with respect to Encrypted Data within the possession or control of the contractor.

a. The contractor shall: (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document and provide to the State responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.

b. **Unless otherwise stipulated and mutually agreed upon in the Statement of Work**, if a Data Breach is a result of the contractor's breach of its contractual obligation to encrypt Data or otherwise prevent its release as reasonably determined by the State, the contractor shall bear the costs associated with: (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators, or others required by federal and/or state law, or as

otherwise agreed to in the Statement of Work; (3) a credit monitoring service required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (4) a website or a toll-free number and call center for affected individuals required by federal and/or state law — all of which shall not amount to less than the average per-record per-person cost calculated for data breaches in the United States (in, for example, the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach); and (5) complete all corrective actions as reasonably determined by contractor based on root cause and on advice received from the Indiana Office of Technology. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.

6. Notification of Legal Requests: If the contractor is requested or required by deposition or written questions, interrogatories, requests for production of documents, subpoena, investigative demand or similar process to disclose any Data, the contractor will provide prompt written notice to the State and will cooperate with the State's efforts to obtain an appropriate protective order or other reasonable assurance that such Data will be accorded confidential treatment that the State may deem necessary.

7. Termination and Suspension of Service:

a. In the event of a termination of the contract, the contractor shall implement an orderly return of Data in a mutually agreeable and readable format. The contractor shall provide to the State any information that may be required to determine relationships between data rows or columns. It shall do so at a time agreed to by the parties or shall allow the State to extract its Data. Upon confirmation from the State, the contractor shall securely dispose of the Data.

b. During any period of Service suspension, the contractor shall not take any action that results in the erasure of Data or otherwise dispose of any of the Data.

c. In the event of termination of any Services or contract in its entirety, the contractor shall not take any action that results in the erasure of Data until such time as the State provides notice to contractor of confirmation of successful transmission of all Data to the State or to the State's chosen vendor.

During this period, the contractor shall make reasonable efforts to facilitate the successful transmission of Data. The contractor shall be reimbursed for all phase-out costs (i.e., costs incurred within the agreed period after contract expiration or termination that result from the transfer of Data or other information to the State). A reimbursement rate shall be agreed upon by the parties during contract negotiation and shall be memorialized in the Statement of Work. After such period, the contractor shall have no obligation to maintain or provide any Data and shall thereafter, unless legally prohibited, delete all Data in its systems or otherwise in its possession or under its control. The State shall be entitled to any post-termination assistance generally made available with respect to the Services, unless a unique data retrieval arrangement has been established as part of a Service Level Agreement.

d. Upon termination of the Services or the contract in its entirety, contractor shall, within 30 days of receipt of the State's notice given in 7(c) above, **or as otherwise mutually agreed upon in the Statement of Work by the State**, securely dispose of all Data in all of its forms, including but not limited to, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State upon completion.

8. Background Checks: The contractor shall conduct a Federal Bureau of Investigation Identity History Summary Check, **or functional equivalent if mutually agreed upon in the Statement of Work**, for each employee involved in provision of Services: (1) upon commencement of the contract; (2) prior to hiring a new employee; and (3) for any employee upon the request of the State. The contractor shall not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The contractor shall promote and maintain an awareness of the importance of securing the State's information among the contractor's employees, subcontractors, and agents. If any individual providing Services under the contract is not acceptable to the State, in its sole opinion, as a result of the background or criminal history investigation, the State, in its sole option shall have the right to either: (1) request immediate replacement of the individual; or (2) immediately terminate the contract, related Statement of Work, and related Service Level Agreement.

9. Access to Security Logs and Reports: The contractor shall provide to the State reports on a schedule and in a format specified in the Service Level Agreement as agreed to by both the contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history, and security logs for all Data. The State's audit requirements shall, if applicable, be defined in the Statement of Work.

10. Contract Audit: The contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

11. Data Center Audit: The contractor shall perform an annual independent audit of its data center(s) where Data, State applications, or other State information is maintained. The contractor shall perform this independent audit at its expense and shall, upon completion, provide an unredacted version of the complete audit report to the State. (The contractor may redact its proprietary information from the unredacted version, however.) A Service Organization Control (SOC) 2 audit report or equivalent approved by the Indiana Office of Technology sets the minimum level of a third-party audit.

The State may perform an annual audit of contractor's data center(s) where Data, State applications, or other State information is maintained. The audit may take place onsite or remotely, at the State's discretion. The State shall provide to contractor thirty (30) days' advance notice prior to the audit. The contractor will make reasonable efforts to facilitate the

audit and will make available to the State members of its staff during the audit. The State may contract with a third party to conduct the audit at its discretion and at the State's expense. If the contractor maintains Data, State applications, or other State information at multiple data centers, the State may perform an annual audit of each data center.

The parties agree that any documents provided to the State under this paragraph shall be deemed a trade secret of contractor and is deemed administrative or technical information that would jeopardize a record keeping or security system, and shall be exempt from disclosure under the Indiana Access to Public Records Act, IC 5-14-3.

12. Change Control and Advance Notice: The contractor shall give notice to the State for change management requests. Contractor shall provide notice to the State regarding change management requests that do not constitute an emergency change management request at least two (2) weeks in advance of implementation. Contractor shall provide notice to the State regarding emergency change management requests no more than twenty-four (24) hours after implementation.

Contractor shall make updates and upgrades available to the State at no additional cost when contractor makes such updates and upgrades generally available to its users. No update, upgrade, or other change to the Service may decrease the Service's functionality, adversely affect State's use of or access to the Service, or increase the cost of the Service to the State.

13. Security: The contractor shall, on an annual basis, disclose its non-proprietary system security plans or security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the contractor. For example: virus checking and port sniffing. The State and the contractor shall share information sufficient to understand each other's roles and responsibilities. The contractor shall take into consideration feedback from the Indiana Office of Technology with respect to the contractor's system security plans.

The parties agree that any documents provided to the State under this paragraph shall be deemed a trade secret of contractor and is deemed administrative or technical information that would jeopardize a record keeping or security system, and shall be exempt from disclosure under the Indiana Access to Public Records Act, IC 5-14-3.

14. Non-disclosure and Separation of Duties: The contractor shall enforce role-based access control, separation of job duties, require commercially-reasonable nondisclosure agreements, and limit staff knowledge of Data to that which is absolutely necessary to perform job duties. The contractor shall annually provide to the State a list of individuals that have access to the Data and/or the ability to service the systems that maintain the Data.

15. Import and Export of Data: The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion, with reasonable assistance provided by the contractor, at any time during the term of contract. This includes the ability for the State to import or export Data to/from other parties at the State's sole discretion. Contractor shall

specify in the Statement of Work if the State is required to provide its' own tools for this purpose, including the optional purchase of contractor's tools if contractor's applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the Services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the contractor. Subject to the Service Level Agreement, the Services shall be available to the State at all times. The contractor shall allow the State to access and use the Service to perform synthetic transaction performance testing.

The contractor shall investigate and provide to the State a detailed incident report regarding any unplanned Service interruptions or outages. The State may terminate the contract for cause if, at its sole discretion, it determines that the frequency of contractor-preventable outages is sufficient to warrant termination.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to Services, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the contractor, and who may be involved in any application development and/or operations.

The contractor shall be responsible for the acts and omissions of its subcontractors, strategic business partners, or other entities or individuals who provide or are involved in the provision of Services.

18. Business Continuity and Disaster Recovery: The State's recovery time objective shall be defined in the Service Level Agreement. The contractor shall ensure that the State's recovery time objective has been met and tested as detailed in the Service Level Agreement. The contractor shall annually provide to the State a business continuity and disaster recovery plan which details how the State's recovery time objective has been met and tested. The parties agree that any documents provided to the State under this paragraph shall be deemed administrative or technical information that would jeopardize a record keeping or security system, and shall be exempt from disclosure under the Indiana Access to Public Records Act, IC 5-14-3. The contractor shall work with the State to perform an annual disaster recovery test and take action to correct any issues detected during the test in a time frame mutually agreed upon between the contractor and the State in the Service Level Agreement.

The State's Data shall be maintained in accordance with the applicable State records retention requirement, as determined by the State. The contractor shall annually provide to the State a resource utilization assessment detailing the Data maintained by the contractor. This report shall include the volume of Data, the file formats, and other content classifications as determined by the State.

19. Compliance with Accessibility Standards: The contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, as

applicable, **unless otherwise specified and mutually agreed upon in the Statement of Work.** The contractor shall comply with and adhere to all other state laws or administrative regulations which call for it to comply with accessibility standards.

Electronic Approval History				
	User ID	Approver Name	Datetime	Description
1	M292915	Kent,Matthew	08/21/2017 9:55:30AM	Agency Fiscal Approval
2	S003602	Jones,Sandy E	08/21/2017 10:07:47AM	IOT Approval
3	D231271	Neely,Dewand Anthony	08/21/2017 1:34:49PM	IOT Approval
4	M225528	Hempel,Mark Alan	08/21/2017 2:43:09PM	IDOA Approval for IT
5	T232391	Grogg,Tim Allen	08/21/2017 2:52:49PM	IDOA Approval for IT
6	A283589	Cummings,Andrew Michael	08/23/2017 1:41:39PM	SBA Approval
7	D204406	Oware,Deanna Jeffrion	08/25/2017 2:46:50PM	SBA Approval
8	A233897	Davidson,Alice A	08/27/2017 5:38:32PM	Attorney General Approval
9	S210690	Gard,Susan W	08/28/2017 11:05:48AM	Attorney General Approval