

**CMAS PURCHASE AGREEMENT
PURSUANT TO CMAS CONTRACT NUMBER 3-20-70-2247G, SUPPLEMENT NUMBER 3
FOR THE PURCHASE OF INFORMATION TECHNOLOGY GOODS AND SERVICES BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT & CARAHSOFT TECHNOLOGY CORP.**

This CMAS Purchase Agreement (“**Agreement**”) is entered into between the **San José Unified School District** (“**District**”) and **Carahsoft Technology Corp.** (“**Contractor**”) on **July 1, 2025** (“**Effective Date**”). The District and Contractor may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, Public Contract Code section 10298, subdivision (b) authorizes the District to enter into contracts with vendors that have an existing California Multiple Award Schedule (“**CMAS**”) contract authorized by the Director of the Department of General Services (“**DGS**”) for the District to purchase of goods, information technology and services without competitive bidding pursuant to the terms of the vendor’s existing CMAS contract; and

WHEREAS, the District wishes to purchase certain information technology goods and/or services (“**Goods & Services**”) from Contractor in a cost-effective manner and intends to avail itself of the benefits and protections of the CMAS program by entering into a contract with Contractor pursuant to CMAS Contract Number 3-20-70-2247G attached hereto as **Exhibit A** (“**CMAS Contract**”), which is valid through August 21, 2028; and

WHEREAS, the CMAS Contract incorporates General Services Administration Contract #47QSWA18D008F with Carahsoft Technology Corp. (“**GSA Contract**”) attached hereto as **Exhibit B**; and

WHEREAS, the Contractor intends to contract with District to provide the Goods & Services pursuant to the CMAS Contract and consistent with the CMAS program requirements; and

WHEREAS, the Contractor has provided District with quotes attached hereto as **Exhibit C** (“**Quote(s)**”) for the Goods & Services; and

WHEREAS, the Quote’s terms and pricing are consistent and compliant with terms and conditions of the CMAS Contract and GSA Contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties do agree as follows:

TERMS AND CONDITIONS

- 1. Incorporated Documents.** This Agreement fully incorporates by this reference the following documents:
 - 1.1. The CMAS Contract attached hereto as **Exhibit A**;
 - 1.2. The GSA Contract attached hereto as **Exhibit B**;
 - 1.3. The Quote(s) attached hereto as **Exhibit C**; and
 - 1.4. Certifications attached hereto as **Exhibit D**.

- 2. CMAS Contract.** To the extent any term or condition in this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the “Term,” “Access,” “Payments,” “Termination,” and “Indemnification,” and “Insurance” provisions in this Agreement which shall control over all other contradictory similar provisions in the CMAS Contract, GSA Contract, or any other agreement, contract, or terms or conditions required for the purchase and use of the Goods and Services. The CMAS Contract shall prevail over any conflicting, new or inconsistent terms in the Quote, or any other agreements, contracts or terms and conditions required by the Contractor or any third party for the purchase and use of the Goods and Services.
- 3. Agreement Terms.** For the purposes of this Agreement, all references to the “State of California,” “State,” “local government entity(ies)” and/or “local government(s)” in the CMAS Contract shall be interpreted to apply to the District and all duties and obligations with respect to the “State of California,” “State,” “local government entity(ies)” and/or “local government(s)” under the CMAS Contract shall apply to the District under this Agreement and in the case of any conflict, the more permissive standard will apply.
- 4. Term.** The term of this Contract shall begin on the Effective Date and continue until June 30, 2028. This Contract may be extended by mutual written agreement of the Parties on an annual basis to the extent permissible under the CMAS Contract and GSA Contract and to the extent that the CMAS Contract and GSA Contract are renewed.
- 5. Purchased Products and/or Services.** Contractor shall provide the District with the Goods & Services identified in the Quote(s) consistent with the terms of this Agreement. Contractor shall provide the Goods & Services based on the descriptions identified in the Quote(s), but excluding all other terms incorporated therein.
- 6. Prices.** Contractor hereby acknowledges and certifies that the prices indicated in the Quote(s) are the prices as accepted by DGS for the identical items under the CMAS Contract or are “Not Specifically Priced” items as that term is defined by DGS. Contractor shall deliver all Goods & Services at the prices indicated in the Quote(s), inclusive of all applicable taxes and other charges.
- 7. Access.** Contractor shall deliver and install the Goods & Services (if necessary) and guarantees the District will have complete and total access and use of the Goods & Services no later than July 1, 2025 and for the next three (3) years thereafter, or as those dates may be modified per the agreement of the Parties in writing.
- 8. Payments.** The District shall pay Contractor an amount not to exceed **Five Hundred Eight Thousand Four Hundred Forty-Two Dollars and Twenty-Two Cents (\$508,442.22)** (“Price”) for the Goods & Services consistent with the pricing in the Quote, inclusive of taxes. The Price is for Goods & Services for the next three (3) years, with the Price for each respective year as indicated in the Quote. The District shall pay Contractor all undisputed amounts within thirty (30) days after: (i) the Contractor submits an itemized statement to the District for Goods and Services actually provided; and (ii) after the District provides written approval of the Goods and Services provided.
- 9. Equipment and Labor.** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish and install, if necessary, and provide the District with the Goods & Services described herein.
- 10. Subcontractors.** Subcontractors, if any, engaged by Contractor for any service or work under this Agreement shall be subject to the approval of the District (“**Subcontractor(s)**”). Contractor agrees to bind every Subcontractor by the terms of this Agreement as far as such terms are applicable to Subcontractor’s work. If Contractor shall subcontract any part of this Agreement, Contractor shall be fully responsible to the District for acts and omissions of its Subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any Subcontractor and the District.
- 11. Independent Contractor.** While engaged in providing the Goods & Services, or otherwise producing or delivering the Goods & Services, required under this Agreement, the Contractor (and any Subcontractor, if applicable) is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. Confidentiality.

12.1. All information or material which the Contractor may access in connection with this Agreement including but not limited to the District’s students, employees, personnel, guests and visitors personally identifiable information, videos, photos, and any other information protected by local, state or federal privacy laws (“**District’s Confidential Information**”) shall remain confidential, protected, and the sole property of the District unless otherwise authorized by the District in writing or required by law. Contractor shall comply with and abide by all applicable local, state, and federal privacy laws and regulations pertaining to sound, video, images, and personally identifiable information.

12.2. The Contractor, in the course of providing services to the District, may be provided access to records protected from disclosure by various laws, including without limitation the Family Education Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”), FERPA’s implementing regulations (34 C.F.R. §§ 99.1-99.67) (“FERPA Regulations”), Children’s Online Privacy Protection Act (15 U.S.C. § 6501, et seq.) (“COPPA”) and its implementing regulations (16 C.F.R. §§ 312.1-312.13 (“COPPA Regulations”), the California Information Practices Act (California Civil Code Section 1798 et seq.), Student Online Personal Information Protection Act (SOPIPA), California Education Code Section 49062 et seq., California Education Code Section 49073 et seq., Art. I, § 1 of the California Constitution, and all other applicable federal and state laws and regulations that safeguard education records, privacy, and confidentiality (collectively “Data Privacy Laws”). Contractor shall comply with any applicable requirements of the Data Privacy Laws. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. Insurance. Contractor shall have and maintain in force during the term of this Agreement, with the minimum indicated limits, the following insurance:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 each occurrence \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000 each incident, disease \$2,000,000 policy limit
Cyber Security	\$2,000,000 each incident \$4,000,000 policy limit
Errors and Omissions (Professional and Technology Coverage)	\$2,000,000 each incident \$4,000,000 policy limit
Excess Liability/Umbrella	\$5,000,000 policy limit

13.1. If any of the required policies provide coverage on a claims-made basis: 1. The Retroactive Date must be shown and must be before the date of the Agreement, or the beginning of any Services performed under this Agreement. 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase “extended reporting” coverage.

13.2. An Umbrella Liability policy (or Excess Liability on a Following Form Basis) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements.

14. Force Majeure Clause. Contractor will be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing work by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that establishes that the Contractor's non-performance is not due to the fault or neglect of Contractor, and that the occurrence of any such circumstance was beyond the contemplation of the Parties at the time of the execution of this Agreement. The Parties acknowledge that as of the Effective Date there are ongoing supply chain issues, and that any supply chain issues shall not constitute an event excusing performance unless the supply chain issue renders Contractor's performance of its contractual obligations commercially impracticable.

15. Termination. If Contractor fails to perform its obligations to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner its obligations hereunder, or if Contractor violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to Contractor. Contractor shall have thirty (30) days from receipt of such notice to cure the default. District shall also have the right in its sole discretion to immediately terminate the Agreement for its own convenience.

16. Indemnification/Hold Harmless Clause. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "**indemnified parties**") from any and all demands, losses, liabilities, claims, suits, and actions (the "**claims**") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

17. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

SAN JOSÉ UNIFIED DISTRICT
Purchasing and Contract Management
855 Lenzen Ave
San Jose, Ca 95126

CARASOFT TECHNOLOGY CORP.
Qualtrics at Carahsoft
11493 Sunset Hills Rd
Reston, VA 20190

18. Miscellaneous Provisions.

18.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.

18.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Contractor. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.

- 18.3. Each Party hereto shall bear its own costs and attorneys’ fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement. If any action is brought to enforce this Agreement, each Party shall bear its own attorneys’ fees.
- 18.4. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in the county in which the District’s administrative offices are located.
- 18.5. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to achieve the purposes of this Agreement.
- 18.6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18.7. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date that is later of the two dates set forth below.

San José Unified School District


Carahsoft Technology Corp.

6/6/2025

Date: _____

Date: _____

Signature: _____

Signature:  _____

Name: Tracy Morrison

Name: Natalie LeMay

Title: Director, Procurement

Title: SLED Contracts Manager



EXHIBIT A

CMAS CONTRACT NUMBER 3-20-70-2247G, SUPPLEMENT NUMBER 3



Procurement Division
 707 Third Street, 2nd Floor, MS #2-202
 West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

Carahsoft Technology Corp.

CMAS NUMBER:	3-20-70-2247G
SUPPLEMENT NUMBER:	3
CMAS TERM DATES:	03/27/2020 through 08/21/2028
EFFECTIVE DATE:	06/01/2023
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE CMAS TERMS & CONDITIONS:	March 1, 2023
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	47QSWA18D008F
BASE SCHEDULE HOLDER:	Carahsoft Technology Corp
PROGRAM ANALYST	John Dickinson John.Dickinson@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, printing and photographic equipment, software, software maintenance as a product, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), electronics records management solutions, Earth observation solutions, electronic commerce and subscription services, Information Technology (IT) consulting services, automated contact center solutions, and training courses. (See pages 3 through 4 for the job titles and restrictions applicable to this CMAS.)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
CARAHSOFT TECHNOLOGY CORP.
CMAS NUMBER 3-20-70-2247G, SUPPLEMENT NUMBER 3**

This supplement is to extend this CMAS through 08/21/2028. In addition, this supplement replaces the existing CMAS. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions, and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: [State Contracts Index Listing](#). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

When implementing both IT consulting services and cloud computing solutions on the same purchase order, the IT consulting services provided are only available to implement the cloud computing solutions covered.

Installation, maintenance, and repair services provided under this CMAS are only available in support of the products covered by this CMAS.

Any Information Technology (IT) distribution company that chooses to provide pricing to CMAS resellers for a possible Request For Offer (RFO) opportunity that they are included in, the distributor must not submit an offer.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
CARAHSOFT TECHNOLOGY CORP.
CMAS NUMBER 3-20-70-2247G, SUPPLEMENT NUMBER 3**

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Brand-Docusign
Brand-Google
Brand-Proofpoint
Hardware-Computer
Infrastructure as a Service
Platform as a Service (PaaS)
Security-IT Network
Software as a Service (SaaS)

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, printing and photographic equipment, software, software maintenance as a product, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), electronics records management solutions, Earth observation solutions, electronic commerce and subscription services, automated contact center solutions, and training courses.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule.

All of the IT consulting services job titles in the base schedule are available within the scope of this CMAS.

The ordering agency must verify the following current information about the job titles available in the base schedule at the General Services Administration (GSA) eLibrary:

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)

FIND BASE SCHEDULE PRICING

Once on the Contractor Information page for a specific GSA schedule, the pricelist can be found either in the Contractor Terms & Conditions (T&Cs)/Pricelist document or at GSA Advantage. The Contractor T&Cs/Pricelist document is provided by the contractor as a requirement of GSA and can be found under the Contractor T&Cs/Pricelist heading by clicking on the page icon.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
CARAHSOFT TECHNOLOGY CORP.
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If the contractor has products/services available for ordering on GSA Advantage, a 'GSA Advantage' icon will be displayed. By clicking this image link, this will execute a search against GSA Advantage. Depending on the category, whether product or service related, will return either:

- 1) If products, a listing of all products available for the contractor under this contract
- 2) If services, the same document provided under the column Contractor T&Cs/Pricelist by clicking View Contractor Information and then View Contractor Catalog.

EXCLUDED PRODUCTS AND/OR SERVICES

Software maintenance as a service, public works services with a requirement for State contractor licensing, electric and autonomous vehicles and accessories, physical records management services, ancillary supplies and services, and order-level materials are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

**Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
Attn: Kristina Smith**

E-mail: sledcontracts@carahsoft.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Mariah Edwards
Phone: (703) 889-9734
E-mail: sledcontracts@carahsoft.com
Website: <https://www.carahsoft.com/buy/slg-contracts/california-state-contracts/cmas>**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
CARAHSOFT TECHNOLOGY CORP.
CMAS NUMBER 3-20-70-2247G, SUPPLEMENT NUMBER 3**

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 100529633. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

ACQUISITION OF IAAS AND/OR PAAS

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS from the California Department of Technology (CDT) in accordance with TL 17-06. State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
CARAHSOFT TECHNOLOGY CORP.
CMAS NUMBER 3-20-70-2247G, SUPPLEMENT NUMBER 3**

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base schedule and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

CMAS contractor personnel shall have the experience, education, and expertise as defined in the base schedule.

DELIVERY

30 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
CARAHSOFT TECHNOLOGY CORP.
CMAS NUMBER 3-20-70-2247G, SUPPLEMENT NUMBER 3**

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

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AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
CARAHSOFT TECHNOLOGY CORP.
CMAS NUMBER 3-20-70-2247G, SUPPLEMENT NUMBER 3**

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless a Non-Competitively Bid is approved for those amendments.

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Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

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- ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and
 - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

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NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

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ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste) to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in SAM 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse.

State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment per the definitions provided in the SAM Management Memo (MM) 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (Standard 152).

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

See SAM 3520.10 for more information on this policy.

Information for submitting a Standard 152 can be found on the [DGS OFAM surplus property website](#).

Information on the [E-Waste - CALPIA Store and the E-Waste Exemption Request Form EWR-F400](#) can be found at the CALPIA website.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per Statewide Information Management Manual Section 195.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

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Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

Cost	Installation	Final Bid Submission
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in SAM 4819.2.

Cost	Installation	Final Bid Submission
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.

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4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works and other services NOT in support of the products covered by this CMAS.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

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7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

INTEGRATED SERVICES

Agencies are prohibited from using CMAS for large-scale information technology system integration projects except when specifically approved by the California Department of Technology.

CONSULTING OR PERSONAL SERVICES

To ensure sufficient expertise for all consulting or personal services, prior to issuing an order, the agency is required to review the resumes of all personnel the CMAS contractor intends to use to fulfill the order. Each agency is responsible for verifying that contractor personnel meet any education or experience requirements listed in the base schedule.

Each order should contain, as a minimum, a description of the task, a statement of the contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated start date, the scheduled completion date, and a fixed cost for each task.

The combined fixed cost for all tasks establishes the fixed maximum price for all tasks as described.

1. Progress Payments

For an IT service CMAS see the CMAS IT Terms and Conditions, Provision #75, CMAS Progress Payments & Risk Assessment.

2. Outsourcing Services

Careful analysis must be given by State agencies to using contracted personnel rather than using civil service positions within State government.

GC 19130(c) requires that all persons who provide services to the State under conditions that constitute an employment relationship shall, unless exempted by Article VII (Section 4) of the California Constitution, be retained under an appropriate civil service appointment.

Issuing a CMAS purchase order for services to an independent contractor is permissible when any of the following conditions set forth in GC 19130(b) can be met:

- Exempt under Constitution
- New State function and legislative authority
- Service not available; highly specialized or technical
- Incidental to the purchase or lease
- Conflict of interest; need unbiased findings

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- Emergency appointment
- Private counsel, with Attorney General approval and Governor's Office, if applicable
- Contractor will provide deliverables that are not feasible for the State to provide
- Training when civil service is not available
- Urgent, temporary, or occasional services when civil service delay would frustrate the purpose (see Option 2)

When justified as outlined above, personal services must fall under one of the two following options:

Option 1. CMAS orders for personal services such as project management, independent verification and validation, systems analysis and design, and miscellaneous services are not limited to the number of hours or months per year that a consultant can work if the services contracted for are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system (GC 19130.b (3)).

Option 2. CMAS personal services orders for programmers, systems analysts, and technical specialists which are of an urgent, temporary, or occasional nature, such that hiring additional civil service positions is not feasible, are limited to 9 months (1,548 hours) per consultant within a twelve consecutive month period (GC 19130.b (10)/California State Constitution, Article VII, Section 5).

This provision is per agency and is inclusive of orders issued on your behalf by another agency. Contractors must wait three months from CMAS order termination/expiration before submitting the candidate's resume for work at the same agency/department.

For both options above, the contractor may conduct training courses for which appropriately qualified civil service instructors are not available provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment (GC 19130.b (9)).

For each order, the agency must prepare and retain in their file a written justification that includes specific and detailed factual information that demonstrates that the contract meets one or more of the conditions set forth in (GC 19130(b)).

3. State Personnel Board Requirements

State Personnel Board approval is required for a purchase order based on cost savings to the State as justification for not using civil service personnel.

4. Statement of Work

A Statement of Work (SOW) must be prepared as applicable for each purchase order.

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5. Follow-on Contracts Are Prohibited

No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order (PCC 10365.5).

Therefore, any consultant who develops a program study or provides formal recommendations is precluded from providing any work recommended in the program study or the formal recommendation.

CONTRACTOR EVALUATIONS

Pursuant to PCC 12102.3, a post evaluation must be completed for all IT services \$500,000 and over related to an IT project as defined in the SAM 4819.2. A copy of the post evaluation and subsequent comments from the contractor must be sent to Form971@state.ca.gov. A post evaluation and contractor response pursuant to PCC 12102.3 is exempt from the Public Records Act.

Buyers must complete a Post Evaluation for IT Services Contracts (STD 971) for each completed IT services contract totaling \$500,000 or more AND related to an IT project (both delegated and non-delegated IT projects as defined by the State Administrative Manual).

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

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SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions take precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

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3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the [CMAS Management Guide](#).

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

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5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (VISA CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMarT) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMarT program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

8. Lease/Purchase Analysis

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMarT State Financial Marketplace. Buyers may contact the GS SMarT Unit via e-mail at SFM@dgs.ca.gov for further information.

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9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMarT and/or Lease SMarT). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMarT Unit via e-mail at SFM@dgs.ca.gov for further information.

10. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

11. Training Vouchers

It is acceptable to purchase training vouchers in advance of the training being performed as long as the CMAS contractor does not invoice, and the State does not pay for the training services in advance of using the vouchers.

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at [Cal eProcure](#). Links to the CMAS terms and conditions and base schedule are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

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FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

Travel costs are not included in the contractor's awarded hourly rates. If an agency purchase order allows for travel costs, reimbursement for contractor's personnel for travel, per diem, lodging, meals, and incidentals shall not exceed State rates current at the time of purchase as defined in the California Department of Human Resources Rules 599.615 to 599.635. Travel costs allowed by the agency shall be itemized separately on the purchase order.

AMERICANS WITH DISABILITY ACT

To view the DGS Accessibility Policy, please visit the DGS website.

EXHIBIT B

GSA CONTRACT NUMBER 47QSWA18D008F



General Services Administration
Federal Supply Service Authorized Federal Supply Schedule Price List

Contractor:
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
47QSWA18D008F
Multiple Award Schedule (MAS)
Period Covered by Contract:
August 22, 2018 – August 21, 2028

Authorized Special Item Numbers (SINs):

- Special Item No. 33411: Purchasing of new electronic equipment
- Special Item No. 511210: Software Publishers
- Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services
- Special Item No. 532420L: Leasing of new electronic equipment
- Special Item No. 541370GEO: Earth Observation Solutions
- Special Item No. 54151: Software Maintenance Services
- Special Item No. 54151ECOM: Electronic Commerce and Subscription Services
- Special Item No. 54151S: Information Technology Professional Services
- Special Item No. 561422: Automated Contact Center Solutions (ACCS)
- Special Item No. 611420: Information Technology Training
- Special Item No. 811212: Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
- Special Item No. 333429: 3D Printing and Additive Manufacturing Solutions
- Special Item No. 518210ERM: Electronic Records Management
- Special Item No. 493110RM: Physical Records Management Solutions
- Special Item No. 3361E: Electric and Autonomous Vehicles and Accessories
- Special Item No. OLM: Order-Level Materials (OLM)
- Special Item No. 518210FM: Financial Management Quality Service Management Office

Online 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 <https://gsaadvantage.gov>

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Contractor Data and Points of Contact

Contractor’s Point of Contact for Contract Administration

Yvonne DLuzen – Contract
 Manager Carahsoft
 Technology Corp.
 11493 Sunset Hills Rd., Suite 100
 Reston, VA 20190
 (703) 871-8500 (Main) | (703) 871-8505 (fax)
contracts@carahsoft.com

Business Size: Other than Small

DUNs Number: 088365767

Ordering Instructions / Terms and Conditions

1a. Authorized Special Item Numbers (SINs)

- Special Item No. 33411: Purchasing of new electronic equipment.
- Special Item No. 511210: Software Publishers
- Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services
- Special Item No. 532420L: Leasing of new electronic equipment
- Special Item No. 541370GEO: Earth Observation Solutions
- Special Item No. 54151: Software Maintenance Services
- Special Item No. 54151ECOM: Electronic Commerce and Subscription Services
- Special Item No. 54151S: Information Technology Professional Services
- Special Item No. 561422: Automated Contact Center Solutions (ACCS)
- Special Item No. 611420: Information Technology Training
- Special Item No. 811212: Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
- Special Item No. 333429: 3D Printing and Additive Manufacturing Solutions
- Special Item No. 518210ERM: Electronic Records Management
- Special Item No. 493110RM: Physical Records Management Solutions
- Special Item No. 3361E: Electric and Autonomous Vehicles and Accessories
- Special Item No. OLM: Order-Level Materials (OLM)
- Special Item No. 518210FM Financial Management Quality Service Management Office

1b. Lowest Priced Model Number and Price for Each SIN:

Not applicable.

1c. Hourly Rates

See the Terms and Conditions for SIN 54151S on pg. 37, below.

2. Maximum Order

SIN 33411	\$500,000
SIN 511210	\$500,000

SIN 518210C	\$500,000
SIN 532420L	\$500,000
SIN 541370GEO	\$1,000,000
SIN 54151	\$500,000
SIN 541519CDM	\$500,000
SIN 54151ECOM	\$500,000
SIN 54151S	\$500,000
SIN 564122	\$500,000
SIN 611420	\$250,000
SIN 811212	\$500,000
SIN 333429	\$750,000
SIN 518210ERM	\$1,000,000
SIN 493110RM	\$1,000,000
SIN 3361E	\$2,000,000
SIN OLM	\$250,000
SIN 518210FM	\$500,000
SIN 541519CSP	\$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 Price published on GSA Advantage! Reflects 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 on 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 33411: 45 Days after Receipt of Order

SIN 511210: 45 Days after Receipt of Order
SIN 518210C: 45 Days after Receipt of Order
SIN 532420L: 45 Days after Receipt of Order
SIN 541370GEO: 45 Days after Receipt of Order
SIN 54151: 45 Days after Receipt of Order
SIN: 541519CDM: 30 Days after Receipt of Order
SIN 54151ECOM: 45 Days after Receipt of Order
SIN 54151S: 45 Days after Receipt of Order
SIN 561422: 45 Days after Receipt of Order
SIN 611420: 45 Days after Receipt of Order
SIN 811212: 45 Days after Receipt of Order
SIN 333429: 45 Days after Receipt of Order
SIN 518210ERM: 45 Days after Receipt of Order
SIN 493110RM: 45 Days after Receipt of Order
SIN 3361E: 45 Days after Receipt of Order
SIN 518210FM 45 Days after Receipt of Order
SIN 541519CSP 45 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.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8519 (telephone)
(703) 871-8505 (fax)
gsaorders@carahsoft.com

13b. Ordering Procedures

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

14. Payment Address

Jillian Szczepanek
Accounts Receivable Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8614 (telephone)
(703) 871-8505 (fax)
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

20a. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (if available)

Not applicable

20b. Terms and Conditions for Any Other Services

Not applicable

21. List of Service and Distribution Points

Not applicable

22. List of Participating Dealers

The full list of Participating Dealers can be found on the Carahsoft website,

[GSA MAS Schedule Authorized Dealers | Carahsoft](#)

23. List of Approved Manufacturer CSAs

[Manufactures End-User License Agreements](#)

Additional terms may apply.

24a. Preventative Maintenance

None

24b. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

None

24c. 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 54151S beginning on page 37 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 types of requests will be considered on a case-by-case basis. Any applicable shipping costs are to be paid by the customer.

Table of Awarded Special Item Numbers (SINs)

Authorized Special Item Numbers (SINs)	Title/ Description
33411	Purchasing of new electronic equipment
511210	Software Publishers
518210C	Cloud and Cloud-Related IT Professional Services
532420L	Leasing of new electronic equipment
541370GEO	Earth Observation Solutions
54151	Software Maintenance Services
54151ECOM	Electronic Commerce and Subscription Services
54151S	Information Technology Professional Services
561422	Automated Contact Center Solutions (ACCS)
611420	Information Technology Training
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
333429	3D Printing and Additive Manufacturing Solutions
518210ERM	Electronic Records Management
493110RM	Physical Records Management Solutions
3361E	Electric and Autonomous Vehicles and Accessories
OLM	Order-Level Materials (OLM)
518210FM	Financial Management Quality Service Management Office (FM QSMO) Core Financial Management (FM) Solutions and IT Professional Services
541519CSP	Credential Service Providers

Special Item Number Information

Special Item No. 33411: Purchasing of New Electronic Equipment

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

NOTE: Subject to Cooperative Purchasing 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)

Special Item No. 511210: Software Publishers

Includes both term and perpetual software

licenses and maintenance. NOTE: Subject to

Cooperative Purchasing

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

- 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
-

Special Item No. 518210C: Cloud and Cloud-Related IT Professional 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. IT professional services that are focused on providing the types of services that support the Government’s adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

NOTE: Subject to Cooperative Purchasing

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

Table 1: Cloud Computing Services (i.e. IaaS, etc.)

SIN Description	Sub-Categories
<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.

NOTE: Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

DESCRIPTION OF CLOUD COMPUTING SERVICES (i.e. IaaS, etc.) AND PRICING

- a) The information provided below is designed to assist Offerors in qualifying cloud computing services and provide complete descriptions.
- b) In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

Table 2 summarizes the additional Offeror provided description requirements for services proposed under the Cloud Computing Services (i.e IaaS, etc.). All mandatory description requirements must be complete, and adequate according to evaluation criteria.

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

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

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services (i.e. IaaS, etc.) satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See ‘GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics’ below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics. The NIST “Measured Service” characteristic requires a minimal “pay as you go” unit of measurement appropriate for the service. In the case of SaaS, the appropriate maximum measured increment of service shall be no more than 30 days per user, or some other equivalent discrete measurement that provides the government with the advantage of frequent (approximately every 30 days) “pay as you go” metering cycles. SaaS products, where consumption is only measured on an annual basis, may better fit under “Term Software License” SIN 132-32. Likewise, offers of any combinations of IaaS, PaaS or any other cloud product services in a bundle or other fashion that do not meet the frequency requirements of approximately 30 - day measurement and billing cycles, will not be accepted as complying with the NIST Measured Service characteristic.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800 - 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See ‘GUIDANCE FOR CONTRACTORS: NIST Deployment Model’ below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub- category, or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub- category selection is optional but recommended. See ‘GUIDANCE FOR CONTRACTORS: NIST Service Model’ below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

2) GUIDANCE FOR OFFERORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2 (above) including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Offeror 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 evaluation factors. 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 (i.e. IaaS, etc.) under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing [SP 800-145](#)¹

Offerors 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.

Both Cloud service model (i.e. IaaS, etc.) and deployment model (i.e. public, etc.) 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.

¹ <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.</p> <p>Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or other appropriate payment cycles 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 Access	<ul style="list-style-type: none"> Ordering activities are able to access services over standard agency networks Service can be accessed and provisioned using standard devices such as browsers, tablets and mobile phones 	<ul style="list-style-type: none"> Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service 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 simple 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 ‘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. 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.

<p>Measured Service</p>	<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 The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of “pay as you go” consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.
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Inheriting Essential Characteristics

Cloud Services (i.e. IaaS, etc.) 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. Cloud Services (i.e. IaaS, etc.) 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.

- 1) 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 Cloud services (i.e. IaaS, etc.) 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 (including 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:

- a) 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.
- b) Primary Focus of the Cloud Service (i.e. IaaS, etc.). 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.
- c) 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.
- e) 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 4 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 4: 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 Service (PaaS)

Select a PaaS model for service based equivalents of complete or partial software 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.

- 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.

Examples of complete PaaS services include:

- 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 a customer application in a proprietary language
- A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services.

The essential characteristic of a complete PaaS is defined by the customer’s ability to deploy a complete custom application directly on the platform.

PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:

- 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

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.

Note that both the partial and complete PaaS examples all have two things in common:

- 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

As noted in IaaS, operating systems represent a gray 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>	<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>
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2) 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 5: 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.

Special Item No. 532420L: Leasing of new electronic equipment

Leasing of new electronic equipment. Includes the following lease types:
Lease to Ownership, and Lease with Option to Own

NOTE: Subject to Cooperative Purchasing

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

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 1 Lease Terms and Conditions

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

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

1. STATEMENT

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

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
 - i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212 -4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
 - ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind

the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

- a. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212 -4(l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

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

c. COMMENCEMENT OF LEASE

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

d. INSTALLATION AND MAINTENANCE

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

activity to ensure that maintenance is in effect for the Lease term for all products leased.

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

e. MONTHLY PAYMENTS:

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

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

The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets.

- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - 1. to purchase the product for the residual value of the product, or
 - 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new

lease payments shall be computed.

ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. The 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.

iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

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

- iv. Leases of additions and upgrades must be co-terminus with that of the product.
- h. **RISK OF LOSS OR DAMAGE**
 The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.
- i. **TITLE**
 During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.
- j. **TAXES**
 The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.
- k. **ADDITIONAL LEASE TERMS**
 Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 2 Lease Terms and Conditions

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

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

52.207-5	Option to Purchase Equipment	Feb 1995
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52.227-14	Rights in Data-General	May 2014
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1. LEASING PRICE LIST NOTICE

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

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

2. STATEMENT OF ORDERING ACTIVITY INTENT

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

3. LEASE TERM

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

Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

- b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. This cross fiscal year authority does not apply to multi-year leases.
- c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less

than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

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

4. LEASE TERMINATION

- a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
 - i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).
 - ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (l) Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.
- 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 payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

- d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
 - e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.
4. The following terms and conditions may be included.
- a. ASSIGNMENT OF CLAIMS
GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.
 - b. PEACEFUL POSSESSION AND UNRESTRICTED USE
In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.
 - c. COMMENCEMENT OF LEASE
The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.
 - d. INSTALLATION AND MAINTENANCE
 - i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

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

e. MONTHLY PAYMENTS:

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

- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction. The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets.

- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - 1. to purchase the product for the residual value of the product, or
 - 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. The 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.

iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

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

h. RISK OF LOSS OR DAMAGE

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

i. TITLE

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

j. TAXES

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

k. ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

Special Item No. 541370GEO: Earth Observation Solutions

Provides geospatial earth observation technologies, products, and services to include, but not limited to ground, satellite and aerial based sensor data and imagery; worldwide digital transmission, internet, data, and video services and products through various networks, platforms, and applications. Offerings include global coverage, imagery, archive storage and distribution, monitoring, basemaps (mosaics), and earth observation solutions for accurate, mission critical information for uses to include, but not limited to, environmental, agriculture, meteorology, forestry, fish & wildlife habitats, disaster response and recovery, defense, maritime, mapping, humanitarian support, transportation, and public safety.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D304 IT AND TELECOM-
TELECOMMUNICATIONS AND TRANSMISSION
IT AND TELECOM-TELECOMMUNICATIONS AND TRANSMISSION

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING,

TIMESHARE, AND CLOUD COMPUTING

- IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING

FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION

- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services
- Web-Based Subscription

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Other IT and Telecommunications Services

Special Item No. 54151: Software Maintenance Services

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

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151ECOM: 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.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151S: Information Technology Professional Services

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

NOTE: Subject to Cooperative Purchasing

Commercial Job Title: Consulting Engineer

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: Information Architect

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: Project Manager

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 Consulting Engineer

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.

Commercial Job Title: Senior Consulting Engineer

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.

Commercial Job Title: Senior Information Architect

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

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.

Labor Category	August 2022 August 2023	August 2023 August 2024	August 2024 August 2025	August 2025 August 2026	August 2026 August 2027	August 2027 August 2028
	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Consultant Engineer	222.68	229.27	236.06	243.04	250.24	257.64
Information Architect	217.64	224.08	230.71	237.54	244.57	251.82
Project Manager	217.64	224.08	230.71	237.54	244.57	251.82
Senior Consulting Engineer	255.74	263.30	271.10	279.12	287.39	295.89
Senior Information Architect	278.49	286.73	295.21	303.95	312.95	322.21
Senior Project Manager	272.76	280.83	289.14	297.69	306.51	315.58

Special Item No. 561422: Automated Contact Center Solutions (ACCS)

ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to: • Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.

NOTE: Subject to Cooperative Purchasing

Special Item No. 611420: Information Technology Training

Includes training on hardware, software, cloud, and

other applicable systems. NOTE: Subject to

Cooperative Purchasing

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

Training Courses for Information Technology Equipment and Software

Special Item No. 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment

NOTE: Subject to Cooperative Purchasing

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

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Maintenance Order Terms

1) Service Areas

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

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

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

4) Responsibilities

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

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

5) Maintenance Rate Provisions

- a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
 - i. 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.
 - ii. After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
 - iii. Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM’s service area, the charge will be negotiated at the Task Order level.

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

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

Quantity Range	Discounts
Units	%
Units	%
Units	%

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Repair Service Order Terms

1) Service Areas

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

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

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

4) Responsibilities

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

5) Repair Service Rate Provisions

- a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c) At the Contractor/OEM's Facility
 - i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
 - ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
- d) At the Ordering Activity Location (Within Established Service Areas)
 - i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones.
No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.
- e) At the Ordering Activity Location (Outside Established Service Areas)
 - i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required

to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

f) Labor Rates

- i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.
- ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I -FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
- iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

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

*MINIMUM CHARGES INCLUDE FULL ___HOURS ON THE JOB

4) Repair Parts/Spare Parts Rate Provision

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

Special Item No. 333429: 3D Printing Solutions and Additive Manufacturing Solutions

333249 Includes printers; ancillary equipment, technical services and supplies required to generate functional prototype images and printed objects. Equipment may include all classes and sizes of 3D Printers, laser imaging devices, post processing devices and ancillary accessories and software to produce functional items. Technical services include but are not limited to: 3D Printing and laser imaging to produce a digital file used to generate functional prototype images and printed objects. All types of consumables and other items related to this SIN are included.

Special Item No. 518210ERM: Electronic Records Management

518210ERM Electronic Records Management Solutions provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of electronic records. The vendor provides professional management and administrative support personnel with the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or vendor equipment and facilities or a combination of both. The objective of electronic records management services is to permit the access, maintenance, control, storage, disposition, and transfer of electronic records. Includes any ancillary supplies and/or services necessary to provide a total electronic records management solution.

Vendor Certification for SIN 518210ERM -

SIN 518210ERM Vendor Certification for Electronic Records Management Solutions

Version 3.0 (As of MAS Refresh 18)

For the purposes of the MAS Solicitation, eight (8) specific elements of Electronic Records Management (ERM) Services have been identified. These 8 elements are fully defined and the corresponding requirements are identified in NARA's *Universal Electronic Records Management Requirements* spreadsheet attachment to the Solicitation. These requirements have been established and are administered by the National Archives and Records Administration (NARA). Vendors may provide any combination of the 8 elements of ERM solutions; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this self-certification. Vendors must include a completed copy of this certification in their published GSA MAS Contract Price List to help illustrate their ERM capabilities to federal customer agencies.

Proposed Elements of Electronic Records Management Services:

By selecting the below Elements, you are self-certifying you meet NARA's Universal ERM Requirements for that Element. Select all Elements that apply.

- X Element 1 - Office Management Applications
- X Element 2 - Electronic Messages
- X Element 3 - Social Media
- Element 4 - Websites
- X Element 5 - Photographs (Born-Digital and Scanned Images)
- X Element 6 - Digital Audio and Video
- X Element 7 - Structured Data
- X Element 8 - Shared Drives

In the space below you must provide a brief summary description for each of the above Elements that you have checked off. The summary must include which ERM products/ services/ solutions- currently awarded under SIN 518210ERM of your MAS contract- are related to the respective Element. Example questions are provided for each Element to assist with your response. Those questions are based on NARA's Universal Electronic Records Management Requirements and reflect common questions from agencies. *If you cannot provide a summary description for a given Element, or you do not currently offer products/services/solutions under SIN 518210ERM related to that Element, you cannot self-certify that Element on this form.* Please use as much space as you need below, but be concise! Please respond as "Not applicable" for any Element you did not select above.

The specifics of your below responses are not part of the evaluation criteria for adding SIN 518210ERM. The intention of the below section is to assist agencies with market research and

help agencies understand your offerings / capabilities as they relate to the above ERM Elements you have selected.

If you have questions about the above ERM Elements and the information on NARA's Universal ERM Requirements spreadsheet, please contact NARA's Records Management Policy Team at rmpolicy@nara.gov.

Element 1 - Office Management Applications

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 1. Some example questions to consider are: Which office management applications does your service/solution manage (e.g. Microsoft 365, Google Workspace, etc.)? How do you associate Office Management documents with a records schedule? How do you apply metadata to Office Management documents?

The Alfresco Digital Business Platform provides out-of-the-box capabilities for office management, alleviating the need for 3rd party collaboration tools in many scenarios. These features include version control, redaction, annotations, basic workflow, and record management. The Alfresco Enterprise Viewer also provides the option to actively collaborate on documents and annotations in real-time.

Alfresco provides native connectivity directly to Office products via Alfresco Office Services. Office 365 is fully supported through an add-on plugin, available for an additional charge, which provides significantly higher functionality. Users can edit Microsoft Office documents including Word, Excel and PowerPoint that are stored in Alfresco from the Digital Workspace directly in Office 365 Online.

Alfresco also provides the Google Docs Integration, which allows you to use Google Docs to edit document content stored in Alfresco Content Services, as an alternative to the online and offline editing capabilities in Alfresco Share.

Alfresco provides a very flexible Content Model that allows you to create and manage your own custom property models. Customers can create custom types, aspects, and properties to apply to documents. Taxonomy is applied using rules within the Alfresco environment so that, when content is added, the proper content model (taxonomy) is applied to the added content. Once content is stored in the Alfresco content repository, moving it to Records Management can be triggered by a file rule, metadata properties, or ad-hoc user task.

Element 2 - Electronic Messages

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 2. Some example questions to consider are: Which electronic messages does your service/solution manage (e.g. SMS/MMS, iMessage, WhatsApp, social media messages, voicemail, etc.)? Are you able to capture SMS/MMS at the carrier-level? How do you apply metadata to electronic messages? Where are records stored (e.g. managed in the system in which they were created or in a dedicated recordkeeping system)?

Alfresco manages virtually any file format for storage, workflow, and records management capabilities. Records are stored in their native file format in the Alfresco repository, which can have a backend database of choice (Standard DB, S3 Bucket, etc.) There are purpose-built

integration methods for monitoring email messages for easy ingestion and metadata capture. Emails and attachments can be ingested into the Alfresco Content Services solution and made available via IMAP or the Outlook plugin. Alfresco then displays files using a transform engine to allow visibility through the Alfresco viewer. Alfresco does not support SMS/MMS capture at the carrier level, but using open APIs enables easy configuration to 3rd party tools built for this purpose.

Element 3 - Social Media

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 3. Some example questions to consider are: Which social media platforms does your solution/services capture and manage (e.g. Facebook, YouTube, Instagram, WordPress)? What technology is used to capture social media records? What frequency can your solution/services capture? How do you address changes in what social media platforms allow for capture?

Alfresco can manage social media posts as per any other content via use of Alfresco Federation Services. While the social media itself remains in its original storage location, it can be tracked and made subject to records management and additional Alfresco functions. The frequency of capture can be configured via the job scheduler, which can be trigger based, time-based, or a combination of the two.

Questions for Element 4 - Websites

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 4. Some example questions to consider are: What technology do you use to crawl websites? Do you have the capability to capture internal and external sites? What formats do you use for web captures? Can you capture websites in NARA-acceptable formats? What quality assurance processes/tools do you offer?

Not applicable.

Questions for Element 5 - Photographs (Born-Digital and Scanned Images)

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 5. Some example questions to consider are: How do you associate Photographs with a records schedule? How do you apply metadata for categorization and searchability to Photographs?

The Alfresco DBP manages content in its native format, and based on that format, applies the necessary metadata related to the content type. For photos and digital images, Alfresco will apply standard metadata properties that include Name, Title, Author, Created Date, etc. - but in addition will apply metadata around the photo itself, including the EXIF data. The EXIF data includes data and time of capture, photo size, resolution, camera manufacturer, etc.

Photos and digital images are stored in the Alfresco content repository using the database of choice (S3 bucket, Standard DB, etc.), where Records Management capabilities can be applied in a variety of ways including folder rules, ad-hoc user task, or metadata properties.

Questions for Element 6 - Digital Audio and Video

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 6. Some example questions to consider are: How do you associate Digital Audio and

Video files with a records schedule? How do you apply metadata for categorization and searchability to Digital Audio and Video?

Alfresco can import, store, and manage virtually any file format, including audio and video files. The Alfresco Enterprise Viewer provides viewing and redaction capabilities for photos or videos stored within Alfresco. Metadata properties are defined in the content modeler and can be driven based on folder rules or document type as they are ingested into Alfresco. Video and audio files are stored in the Alfresco content repository, where Records Management capabilities can be applied in a variety of ways including folder rules, ad-hoc user task, or metadata properties.

Questions for Element 7 - Structured Data

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 51821OERM that help agencies meet Element 7. Some example questions to consider are: What is your approach to managing structured data? Do you offer solutions additional to what the agency uses, work with their current systems, or both?

Alfresco provides a highly configurable content model allowing virtually any information to be captured as meta-data relevant to a content item. Meta-data stored is subject to the same records management capability as the content itself. Using this content model key structured data can be stored alongside unstructured data.

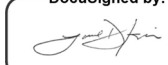
Questions for Element 8 - Shared Drives

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 51821OERM that help agencies meet Element 8. Some example questions to consider are: What capabilities does your solution/services provide for identifying duplicates? What other organizational methods do you employ for managing shared drives?

Out of the box, Alfresco prevents uploading a file with the same name and will identify that via naming convention. Duplicate detection is also available via the search engine.

Alfresco recommends leveraging Federation Services for managing content stored in shared drives. Alfresco Federation provides a powerful and easy way to search and manage content federated from leading business systems and content management applications. Manage in place functionality allows you to access, control, and govern content residing in more than sixty different business and content repository types. This provides a single view of information across different content systems, by synchronizing content into Alfresco Content Services. By connecting information from different systems, you can provide a single view of information stored across multiple repositories.

Hyland Software, Inc. hereby certifies that we are capable of meeting all standards described in the solicitation and NARA's Universal Electronic Records Management Requirements attachment for each of the sections of ERM Elements we have proposed, as indicated above.

DocuSigned by:

F456380991B741F...
Hyland Software, Inc.

(To be signed only by an **authorized principal**, with authority to bind the undersigned contractor)

Leonard Kim _____
Name (Printed)

Chief Product Officer _____
Title

4/30/24 _____
Date

Change log for Version 3.0

1. The following ERM Elements were removed or updated in order to remain at parity with the Elements listed in NARA's Universal Electronic Records Management Requirements spreadsheet (Version 3)
 - o Removed Cloud Services
 - o Removed Engineering Drawings
 - o Changed Digital Media (Photo) to Photographs
 - o Combined Digital Audio and Video
2. The following ERM Elements names have been updated to remove the reference to their former name used in Version 1 of this document:
 - o Element 1 - Office Management Applications: removed "(formerly 'Desktop Applications')"
 - o Element 7 - Structured Data: removed "(formerly 'Databases')"
3. Added requirement for contractors to provide a brief summary of awarded offerings for each ERM Element that they self-certify. Added instructional language along with example questions for each Element to assist contractors with their responses.

SIN 518210ERM Vendor Certification for Electronic Records Management Solutions

Version 3.0 (As of MAS Refresh 18)

For the purposes of the MAS Solicitation, eight (8) specific elements of Electronic Records Management (ERM) Services have been identified. These 8 elements are fully defined and the corresponding requirements are identified in NARA's *Universal Electronic Records Management Requirements* spreadsheet attachment to the Solicitation. These requirements have been established and are administered by the National Archives and Records Administration (NARA). Vendors may provide any combination of the 8 elements of ERM solutions; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this self-certification. Vendors must include a completed copy of this certification in their published GSA MAS Contract Price List to help illustrate their ERM capabilities to federal customer agencies.

Proposed Elements of Electronic Records Management Services:

By selecting the below Elements, you are self-certifying you meet NARA's Universal ERM Requirements for that Element. Select all Elements that apply.

- Element 1 - Office Management Applications
- Element 2 - Electronic Messages
- Element 3 - Social Media
- Element 4 - Websites
- Element 5 - Photographs (Born-Digital and Scanned Images)
- Element 6 - Digital Audio and Video
- Element 7 - Structured Data
- Element 8 - Shared Drives

In the space below you must provide a brief summary description for each of the above Elements that you have checked off. The summary must include which ERM products/ services/ solutions — currently awarded under SIN 518210ERM of your MAS contract — are related to the respective Element. Example questions are provided for each Element to assist with your response. Those questions are based on NARA's Universal Electronic Records Management Requirements and reflect common questions from agencies. *If you cannot provide a summary description for a given Element, or you do not currently offer products/services/solutions under SIN 518210ERM related to that Element, you cannot self-certify that Element on this form.* Please use as much space as you need below, but be concise! Please respond as "Not applicable" for any Element you did not select above.

The specifics of your below responses are not part of the evaluation criteria for adding SIN 518210ERM. The intention of the below section is to assist agencies with market research and

help agencies understand your offerings / capabilities as they relate to the above ERM Elements you have selected.

If you have questions about the above ERM Elements and the information on NARA's Universal ERM Requirements spreadsheet, please contact NARA's Records Management Policy Team at rmpolicy@nara.gov.

Element 1 - Office Management Applications

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 1. Some example questions to consider are: Which office management applications does your service/solution manage (e.g. Microsoft 365, Google Workspace, etc.)? How do you associate Office Management documents with a records schedule? How do you apply metadata to Office Management documents?

The AvePoint platform broadly supports and manages data within office automation and productivity suites, including Microsoft (e.g., Office 365, Dynamics 365, Exchange, Power Platform..., etc.), Google Workspace, and Salesforce. For records management, AvePoint applies metadata tagging to support a records schedule using a rules-based engine that can include logic such as filename, location, contents, file type, etc., to apply management rules based on applied tags.

Element 2 - Electronic Messages

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 2. Some example questions to consider are: Which electronic messages does your service/solution manage (e.g. SMS/MMS, iMessage, WhatsApp, social media messages, voicemail, etc.)? Are you able to capture SMS/MMS at the carrier-level? How do you apply metadata to electronic messages? Where are records stored (e.g. managed in the system in which they were created or in a dedicated recordkeeping system)?

The AvePoint platform primarily supports SMS messages for Omni-channel communications in solutions for citizen services. Messages are captured using third-party communication solutions such as Twilio. Metadata is applied when content, including electronic messages, is captured in a supported repository. Records are stored using Microsoft content management and database solutions (e.g., SharePoint and Azure services).

Element 3 - Social Media

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 3. Some example questions to consider are: Which social media platforms does your solution/services capture and manage (e.g. Facebook, YouTube, Instagram, WordPress)? What technology is used to capture social media records? What frequency can your solution/services capture? How do you address changes in what social media platforms allow for capture?

The AvePoint platform captures messages that may be stored in office management applications, including Microsoft and Google. Metadata is applied when content, including social media content, is captured in a supported repository. However, it does not manage social media platforms directly (e.g., Facebook, YouTube, Instagram, WordPress).

Questions for Element 4 - Websites

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 4. Some example questions to consider are: What technology do you use to crawl

websites? Do you have the capability to capture internal and external sites? What formats do you use for web captures? Can you capture websites in NARA-acceptable formats? What quality assurance processes/tools do you offer?

The AvePoint platform will capture and manage data within internal sites (e.g., SharePoint). For internal/intranet sites on SharePoint, full-fidelity quality is ensured as metadata tags are applied directly to the source content in-place. The AvePoint platform does not currently crawl external websites/the web for capture.

Questions for Element 5 - Photographs (Born-Digital and Scanned Images)

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 5. Some example questions to consider are: How do you associate Photographs with a records schedule? How do you apply metadata for categorization and searchability to Photographs?

The AvePoint platform will capture and manage photographs by applying metadata tags to the digital file. The capability allows categorization, search indexing, and the enforcement of retention and disposal (and other management rules) as configured by admins in the platform. Metadata is applied when content, including photograph and general image content, is stored in a supported repository.

Questions for Element 6 - Digital Audio and Video

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 6. Some example questions to consider are: How do you associate Digital Audio and Video files with a records schedule? How do you apply metadata for categorization and searchability to Digital Audio and Video?

The AvePoint platform will capture and manage audio/video content by applying metadata tags to the digital file. The capability allows categorization, search indexing, and the enforcement of retention and disposal (and other management rules) as configured by admins in the platform. Metadata is applied when content, including digital audio and video content, is stored in a supported repository.

Questions for Element 7 - Structured Data

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 7. Some example questions to consider are: What is your approach to managing structured data? Do you offer solutions additional to what the agency uses, work with their current systems, or both?

The AvePoint platform captures data that may be stored in office management applications, including Microsoft and Google. Metadata is applied when content, including structured data, is captured in a supported repository (e.g., SharePoint, shared drives, file stores). However, the AvePoint platform does not directly capture structured data databases (e.g., CRM).

Questions for Element 8 - Shared Drives

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 8. Some example questions to consider are: What capabilities does your solution/services provide for identifying duplicates? What other organizational methods do you employ for managing shared drives?

The AvePoint platform integrates directly with Shared Drives and captures and manages file-share content by applying metadata tags to the files. The capability allows categorization, search indexing, and the enforcement of retention and disposal (and other management rules) as configured by admins in the platform. Other capabilities of the solution include a 'Storage Optimization' component that can analyze file content for "ROT" (Redundant, Obsolete, and Trivial) which includes identifying Duplicate files.

AvePoint hereby certifies that we are capable of meeting all standards described in the solicitation and NARA's Universal Electronic Records Management Requirements attachment for each of the sections of ERM Elements we have proposed, as indicated above.

AVEPOINT

Offeror

DocuSigned by:

DE4713D18028445...

KEVIN BRIGGS

Name (Printed)

VP, PUBLIC SECTOR

Title

4/29/2024

Date

Change log for Version 3.0

1. The following ERM Elements were removed or updated in order to remain at parity with the Elements listed in NARA's Universal Electronic Records Management Requirements spreadsheet (Version 3)
 - o Removed Cloud Services
 - o Removed Engineering Drawings
 - o Changed Digital Media (Photo) to Photographs
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2. The following ERM Elements names have been updated to remove the reference to their former name used in Version 1 of this document:
 - o Element 1 - Office Management Applications: removed "(formerly 'Desktop Applications')"
 - o Element 7 - Structured Data: removed "(formerly 'Databases')"
3. Added requirement for contractors to provide a brief summary of awarded offerings for each ERM Element that they self-certify. Added instructional language along with example questions for each Element to assist contractors with their responses.

SIN 518210ERM Vendor Certification for Electronic Records Management Solutions

Version 3.0 (As of MAS Refresh 18)

For the purposes of the MAS Solicitation, eight (8) specific elements of Electronic Records Management (ERM) Services have been identified. These 8 elements are fully defined and the corresponding requirements are identified in NARA's *Universal Electronic Records Management Requirements* spreadsheet attachment to the Solicitation. These requirements have been established and are administered by the National Archives and Records Administration (NARA). Vendors may provide any combination of the 8 elements of ERM solutions; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this self-certification. Vendors must include a completed copy of this certification in their published GSA MAS Contract Price List to help illustrate their ERM capabilities to federal customer agencies.

Proposed Elements of Electronic Records Management Services:

By selecting the below Elements, you are self-certifying you meet NARA's Universal ERM Requirements for that Element. Select all Elements that apply.

- Element 1 - Office Management Applications
 - Element 2 - Electronic Messages
 - Element 3 - Social Media
 - Element 4 - Websites
 - Element 5 - Photographs (Born-Digital and Scanned Images)
 - Element 6 - Digital Audio and Video
 - Element 7 - Structured Data
 - Element 8 - Shared Drives
-

In the space below you must provide a brief summary description for each of the above Elements that you have checked off. The summary must include which ERM products/ services/ solutions — currently awarded under SIN 518210ERM of your MAS contract — are related to the respective Element. Example questions are provided for each Element to assist with your response. Those questions are based on NARA's Universal Electronic Records Management Requirements and reflect common questions from agencies. *If you cannot provide a summary description for a given Element, or you do not currently offer products/services/solutions under SIN 518210ERM related to that Element, you cannot self-certify that Element on this form.* Please use as much space as you need below, but be concise! Please respond as "Not applicable" for any Element you did not select above.

The specifics of your below responses are not part of the evaluation criteria for adding SIN 518210ERM. The intention of the below section is to assist agencies with market research and

help agencies understand your offerings / capabilities as they relate to the above ERM Elements you have selected.

If you have questions about the above ERM Elements and the information on NARA's Universal ERM Requirements spreadsheet, please contact NARA's Records Management Policy Team at rmpolicy@nara.gov.

Element 1 - Office Management Applications

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 1. Some example questions to consider are: Which office management applications does your service/solution manage (e.g. Microsoft 365, Google Workspace, etc.)? How do you associate Office Management documents with a records schedule? How do you apply metadata to Office Management documents?

Gimmel Records manages records in-place, documents stored in SharePoint Online and On-Prem, Box, Documentum, FileNet and local Windows file shares. Documents are classified based on the metadata, location and content and a retention period is applied to them based on the records schedule assigned to the classification with support for multi-phased and prioritization of schedules. The metadata used to classify and manage the documents varies within the different repositories. Gimmel Records uses mechanisms available within each of the managed repositories to lock documents identified as records to prevent editing of these documents. Gimmel Records also supports multiple capabilities once a document has reached the end of its lifecycle:

- multi-level approvals
- mark as permanent to facilitate the long term retention of the document
- permanently delete from the source repository
- export to transfer to other archival repositories

Element 2 - Electronic Messages

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 2. Some example questions to consider are: Which electronic messages does your service/solution manage (e.g. SMS/MMS, iMessage, WhatsApp, social media messages, voicemail, etc.)? Are you able to capture SMS/MMS at the carrier-level? How do you apply metadata to electronic messages? Where are records stored (e.g. managed in the system in which they were created or in a dedicated recordkeeping system)?

Gimmel Records provides an integration for Microsoft Outlook that allows emails and attachments to be stored in SharePoint (online and on-premise) with metadata. Electronic messages exported from the source system into standard email formats can be classified and managed using the metadata of such files using mechanisms outlined in Element 1 above.

Element 3 - Social Media

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 3. Some example questions to consider are: Which social media platforms does your solution/services capture and manage (e.g. Facebook, YouTube, Instagram, WordPress)? What technology is used to capture social media records? What frequency can your solution/services capture? How do you address changes in what social media platforms allow for capture?

Gimmel Records does not directly capture data from social media platforms but if information captured from these platforms is saved into a standard file structure, Gimmel Records can be used to classify such files using the metadata and managed through its necessary lifecycle using mechanisms outlined in Element 1 above.

Questions for Element 4 - Websites

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 4. Some example questions to consider are: What technology do you use to crawl websites? Do you have the capability to capture internal and external sites? What formats do you use for web captures? Can you capture websites in NARA-acceptable formats? What quality assurance processes/tools do you offer?

Gimmel Records does not crawl websites but if information captured from websites is saved into a standard file format, Gimmel Records can be used to classify such files using the metadata and managed through its necessary lifecycle using mechanisms outlined in Element 1 above.

Questions for Element 5 - Photographs (Born-Digital and Scanned Images)

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 5. Some example questions to consider are: How do you associate Photographs with a records schedule? How do you apply metadata for categorization and searchability to Photographs?

Any digital image stored in a repository managed by Gimmel Records can be classified as a record. Once classified, Gimmel would manage the files through its lifecycle using the mechanisms outlined in Element 1 above.

Questions for Element 6 - Digital Audio and Video

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 6. Some example questions to consider are: How do you associate Digital Audio and Video files with a records schedule? How do you apply metadata for categorization and searchability to Digital Audio and Video?

Any digital audio and video stored in a repository managed by Gimmel Records can be classified as a record. Once classified, Gimmel would manage the files through their lifecycle using the mechanisms outlined in Element 1 above.

Questions for Element 7 - Structured Data

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 7. Some example questions to consider are: What is your approach to managing structured data? Do you offer solutions additional to what the agency uses, work with their current systems, or both?

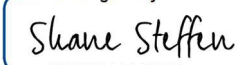
Gimmel Records does not connect directly to structured data systems. However, structured data stored in accessible file formats, or reports generated from structured data systems, can be classified and managed using the mechanisms outlined in Element 1 above.

Questions for Element 8 - Shared Drives

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 8. Some example questions to consider are: What capabilities does your solution/services provide for identifying duplicates? What other organizational methods do you employ for managing shared drives?

Gimmel Records can access and manage documents stored on on-prem Windows servers, in SharePoint (on-prem and cloud) and Box repositories. The documents can be evaluated using metadata criteria and the content of text-based files to determine the appropriate classification and then managed through its lifecycle in-place.

[Offeror Name] hereby certifies that we are capable of meeting all standards described in the solicitation and NARA's Universal Electronic Records Management Requirements attachment for each of the sections of ERM Elements we have proposed, as indicated above.

DocuSigned by:

97922F0A4AA84C2...

Offeror

(To be signed only by an authorized principal, with authority to bind the undersigned contractor)

Shane Steffen

Name (Printed)

Chief Financial Officer

Title

June 17, 2024 | 9:25:41 AM CDT

Date

Change log for Version 3.0

1. The following ERM Elements were removed or updated in order to remain at parity with the Elements listed in NARA's Universal Electronic Records Management Requirements spreadsheet (Version 3)
 - o Removed Cloud Services
 - o Removed Engineering Drawings
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2. The following ERM Elements names have been updated to remove the reference to their former name used in Version 1 of this document:
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3. Added requirement for contractors to provide a brief summary of awarded offerings for each ERM Element that they self-certify. Added instructional language along with example questions for each Element to assist contractors with their responses.

SIN 518210ERM Vendor Certification for Electronic Records Management Solutions

Version 3.0 (As of MAS Refresh 18)

For the purposes of the MAS Solicitation, eight (8) specific elements of Electronic Records Management (ERM) Services have been identified. These 8 elements are fully defined and the corresponding requirements are identified in NARA's *Universal Electronic Records Management Requirements* spreadsheet attachment to the Solicitation. These requirements have been established and are administered by the National Archives and Records Administration (NARA). Vendors may provide any combination of the 8 elements of ERM solutions; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this self-certification. Vendors must include a completed copy of this certification in their published GSA MAS Contract Price List to help illustrate their ERM capabilities to federal customer agencies.

Proposed Elements of Electronic Records Management Services:

By selecting the below Elements, you are self-certifying you meet NARA's Universal ERM Requirements for that Element. Select all Elements that apply.

- Element 1 - Office Management Applications
- Element 2 - Electronic Messages
- Element 3 - Social Media
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- Element 5 - Photographs (Born-Digital and Scanned Images)
- Element 6 - Digital Audio and Video
- Element 7 - Structured Data
- Element 8 - Shared Drives

In the space below you must provide a brief summary description for each of the above Elements that you have checked off. The summary must include which ERM products/ services/ solutions — currently awarded under SIN 518210ERM of your MAS contract — are related to the respective Element. Example questions are provided for each Element to assist with your response. Those questions are based on NARA's Universal Electronic Records Management Requirements and reflect common questions from agencies. *If you cannot provide a summary description for a given Element, or you do not currently offer products/services/solutions under SIN 518210ERM related to that Element, you cannot self-certify that Element on this form.* Please use as much space as you need below, but be concise! Please respond as "Not applicable" for any Element you did not select above.

The specifics of your below responses are not part of the evaluation criteria for adding SIN 518210ERM. The intention of the below section is to assist agencies with market research and

help agencies understand your offerings / capabilities as they relate to the above ERM Elements you have selected.

If you have questions about the above ERM Elements and the information on NARA's Universal ERM Requirements spreadsheet, please contact NARA's Records Management Policy Team at rmpolicy@nara.gov.

Element 1 - Office Management Applications

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 1. Some example questions to consider are: Which office management applications does your service/solution manage (e.g. Microsoft 365, Google Workspace, etc.)? How do you associate Office Management documents with a records schedule? How do you apply metadata to Office Management documents?

The Proofpoint Enterprise Archive supports the archiving, storage and management of email from Microsoft Exchange and O365. Mail is sent to Proofpoint through the Journaling feature. Customers can create comprehensive Retention Policies in the Proofpoint UI and as messages are archived a Retention Policy that matches is applied. Messages are stored in a forensically sound, immutable manner, and stored in multiple locations. Storage is SEC 17a-4 compliant. Metadata is stored in association with the original messages allowing for an enriched experience in the UI.

[Response for Element 1 here — use as much space as you need. If you did not self-certify this Element in the above section, please put “Not Applicable.”]

Element 2 - Electronic Messages

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 2. Some example questions to consider are: Which electronic messages does your service/solution manage (e.g. SMS/MMS, iMessage, WhatsApp, social media messages, voicemail, etc.)? Are you able to capture SMS/MMS at the carrier-level? How do you apply metadata to electronic messages? Where are records stored (e.g. managed in the system in which they were created or in a dedicated recordkeeping system)?

Proofpoint has build connectors to natively archive from the following platforms

1. Teams
2. Slack
3. Zoom
4. SharePoint
5. OneDrive
6. FaceBook
7. LinkedIn
8. Twitter
9. Instagram
10. YouTube
11. Bloomberg
12. Sales Force Chatter
13. Box
14. Viva Engage (fka Yammer)
15. Symphony

We also work with a network of third party connector vendors which allows us to support a huge variety of additional content types, like SMS/text (either carrier or device level), What's App etc.

Metadata can be added by Proofpoint and by third party providers during the capture phase of archiving and is stored in association with the messages.

Records are stored in the Proofpoint Enterprise Archive which is located in top-tier Proofpoint colocation facilities.

[Response for Element 2 here — use as much space as you need. If you did not self-certify this Element in the above section, please put “Not Applicable.”]

Element 3 - Social Media

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 3. Some example questions to consider are: Which social media platforms does your solution/services capture and manage (e.g. Facebook, YouTube, Instagram, WordPress)? What technology is used to capture social media records? What frequency can your solution/services capture? How do you address changes in what social media platforms allow for capture?

Proofpoint can capture and store data from the following Social Media platforms:

- Facebook
- LinkedIn
- X (fka Twitter)
- Instagram
- YouTube

Typically we are capturing natively with the source platform APIs. Frequency of capture depends on the platform and the configuration we set up for customers, but is multiple times daily.

Managing changes in the source platforms is an ongoing activity and we maintain close relationships with these social media outlets to ensure we are as up to date as possible.

[Response for Element 3 here — use as much space as you need. If you did not self-certify this Element in the above section, please put “Not Applicable.”]

Questions for Element 4 - Websites

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 4. Some example questions to consider are: What technology do you use to crawl websites? Do you have the capability to capture internal and external sites? What formats do you use for web captures? Can you capture websites in NARA-acceptable formats? What quality assurance processes/tools do you offer?

Proofpoint works with third party providers to capture website information. Their capabilities vary widely and customers are free to choose the right website capture tool that meets their requirements and store that data in a Proofpoint Archive.

[Response for Element 4 here — use as much space as you need. If you did not self-certify this Element in the above section, please put “Not Applicable.”]

Questions for Element 5 - Photographs (Born-Digital and Scanned Images)

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 5. Some example questions to consider are: How do you associate Photographs with a records schedule? How do you apply metadata for categorization and searchability to Photographs?

We do not support archiving photographs as independent data elements. We, of course, support archiving photos if they are included in emails or other supported messages, but not independently.

[Response for Element 5 here — use as much space as you need. If you did not self-certify this Element in the above section, please put “Not Applicable.”]

Questions for Element 6 - Digital Audio and Video

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 6. Some example questions to consider are: How do you associate Digital Audio and Video files with a records schedule? How do you apply metadata for categorization and searchability to Digital Audio and Video?

Video and Audio that is sent for storage in the archive can have retention policy applied during the archiving process. Retention can be based on the received date, file type, source platform etc. If transcripts are provided in text format, we can apply retention based on keywords in those transcripts. Metadata, like categorization tags, can be applied during the archiving process.

[Response for Element 6 here — use as much space as you need. If you did not self-certify this Element in the above section, please put “Not Applicable.”]

Questions for Element 7 - Structured Data

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 7. Some example questions to consider are: What is your approach to managing structured data? Do you offer solutions additional to what the agency uses, work with their current systems, or both?

Proofpoint typically supports structured data in the form of spreadsheets. We can ingest various structured data file types and can usually index the contents making them easy to search through. Generally, we are not a structured data management solution.

[Response for Element 7 here — use as much space as you need. If you did not self-certify this Element in the above section, please put “Not Applicable.”]

Questions for Element 8 - Shared Drives

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 8. Some example questions to consider are: What capabilities does your solution/services provide for identifying duplicates? What other organizational methods do you employ for managing shared drives?

We have extensive processes in place to reduce duplicates in the archive. This is especially so for email data. Deduplication starts during the journaling process where envelope wrappers allow for messages to multiple recipients can be collapsed into a single copy for archival purposes. Follow that we employ a “wait and compare” delay of a few minutes to deduplicate messages that are identical before moving to the next phase of the archiving process. We then apply hash values to messages and perform additional deduplication on messages that have the same hash value.

[Response for Element 8 here — use as much space as you need. If you did not self-certify this Element in the above section, please put “Not Applicable.”]

Proofpoint, subject to the declarations made herein, certifies that we are capable of meeting all standards described in the attached spreadsheet NARA's Universal Electronic Records Management Requirements attachment for each of the applicable sections of ERM Elements we have proposed, as indicated above.



Offeror

*(To be signed only by an **authorized principal**, with authority to bind the undersigned contractor)*

Kyle Chin

Name (Printed)

GVP, General Counsel

Title

9/23/2024

Date

Change log for Version 3.0

1. The following ERM Elements were removed or updated in order to remain at parity with the Elements listed in NARA's Universal Electronic Records Management Requirements spreadsheet (Version 3)
 - o Removed Cloud Services
 - o Removed Engineering Drawings
 - o Changed Digital Media (Photo) to Photographs
 - o Combined Digital Audio and Video
2. The following ERM Elements names have been updated to remove the reference to their former name used in Version 1 of this document:
 - o Element 1 - Office Management Applications: removed "(formerly 'Desktop Applications')"
 - o Element 7 - Structured Data: removed "(formerly 'Databases')"
3. Added requirement for contractors to provide a brief summary of awarded offerings for each ERM Element that they self-certify. Added instructional language along with example questions for each Element to assist contractors with their responses.



Vendor Certification for SIN 493110RM –

493110RM Includes capabilities to manage the movement, manipulation, archiving, security, and management of physical records, including any ancillary supplies and/or services necessary to provide a total physical records management solution.

Vendor Certification for SIN 3361E –

3361E Includes electric and autonomous vehicles and accessories.

SIN 518210FM Financial Management Quality Service Management Office (FM QSMO) Core Financial Management (FM) Solutions and IT Professional Services –

518210FM Includes Core Financial Management Solutions (Core FS) and Financial Management (FM) services and solutions that are complementary to or augment Core FS and/or support agency modernizations. Offerings include financial management software suites in a cloud environment; services, applications, and modules that help agencies adopt FM QSMO solutions; and IT professional services and/or labor categories, software, cloud computing and IT training that support FM QSMO adoption.

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DB10

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:

<https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-multiple-award-schedule-contract/authorized-dealers>

ATTACHMENT II – Contractor Team Arrangements

Schedule Contractors participating in a Contractor Team Arrangement must abide by all terms and conditions of their respective contracts. This includes compliance with Clause 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 contact Carahsoft for details.



For the complete list of Commercial Supplier Agreements vetted and approved by GSA for inclusion into the GSA Schedule Contract, please see: <https://www.carahsoft.com/buy/gsa-schedule-contracts/approved-csas>

ATTACHMENT IV 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 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 Months	540.00	\$527.76

Tier 5 \$500,000.01 +

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%

*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 IV B – U.S. Government Nutanix 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 Nutanix Hybrid Cloud Infrastructure Category Management Offering addresses requirements of the Data Center Optimization Initiative (DCOI) established in OMB Memorandum M-16-19 and fulfills the data center requirements of the Federal Information Technology Acquisition Reform (FITARA).

Federal customers to date have selected configurations of Nutanix software, hardware and maintenance across 42 different configurations and 1,000s of individual part numbers. Our goal here is to offer incentives in the form of solutions of the Nutanix software, hardware and maintenance bought 90% of the time with full capabilities to build a hybrid cloud infrastructure. We also considered which of these configurations purchased line up consistently with what type of deployment, labeling each solution as such.

Incentives:

To enable agencies to quickly stand up Hybrid Cloud Infrastructure and incent them to leverage lessons learned from other agencies that have built Shared Services with Nutanix. Carahsoft and Nutanix are offering four types of Hybrid Cloud Infrastructure solutions and are described in detail with corresponding incentives offers for each:

- Hybrid Cloud Infrastructure Pilot/Micro Agency Solution (Solution 1)
- Hybrid Cloud Infrastructure Base Solutions (Solutions 2-4)
- Hybrid Cloud Infrastructure Scale out Solutions (Solutions 5-8)
- Hybrid Cloud Software Defined Datacenter Solutions (Solutions 9-10)

SOLUTION 1 Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Description: Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Ideal agency investment to prove out Hybrid Cloud infrastructure, train administrators & have an entry point at minimum cost for pilots or micro agencies. Quantity one would be offered per agency/micro agency. Nutanix would also provide specific to workloads: test plans, summary of expected outcomes, federal customer references and a total cost of ownership economic study.

1. **Solution 1:** Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency

SKU	DESCRIPTION	LIST PRICE	GSA PRICE	Offer Price
422-HC-PLT- SLN	Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency	\$164,960.62	\$153,460.85	\$81,242.66

SOLUTIONS 2-4 Hybrid Cloud Infrastructure Base Solutions

Description: Hybrid Cloud Infrastructure Base Solutions

Hybrid Cloud Infrastructure Base Solutions with full Nutanix Hybrid Cloud Infrastructure capabilities 75% configured with descriptions that align with initial deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be



interested in advice to incent government Shared Service centers.

2. **Solution 2:** Hybrid Cloud Infrastructure base Solution - Nutanix Enterprise Block
3. **Solution 3:** Hybrid Cloud Infrastructure base Solution - Nutanix Branch Office Block
4. **Solution 4:** Hybrid Cloud Infrastructure base Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-B-ENT-SLN	Solution 2: Hybrid Cloud Infrastructure Base Solution - Nutanix Enterprise Block	\$225,305.74	\$209,635.52	\$203,376.78	\$202,437.65	\$200,559.39	\$198,681.14	\$186,083.36	\$184,205.10	\$181,387.72
422-HC-B-BRANCH-SLN	Solution 3: Hybrid Cloud Infrastructure Base Solution - Nutanix Branch Office Block	\$96,240.99	\$89,530.56	\$86,863.62	\$86,479.63	\$85,711.65	\$84,943.67	\$78,125.57	\$77,357.59	\$76,205.62
422-B-FLASH-SLN	Solution 4: Hybrid Cloud Infrastructure Base Solution - Nutanix High Performance Flash Block	\$523,995.56	\$487,682.63	\$473,062.67	\$470,727.78	\$466,057.99	\$461,388.20	\$444,603.14	\$439,933.35	\$432,928.67

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 purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

See Workload Sizing Guide matrix below for the Solution number applied to enterprise workloads that are linear scalable. Therefore, multiples of sizing metrics can be matched to agency requirements per workload type to calculate ROMs. All sizing must be validated by Nutanix SEs, so workload mix on a single Nutanix Hybrid cloud infrastructure is considered.

SOLUTIONS 5-8 Hybrid Cloud Infrastructure Scale out Solutions

Description: Hybrid Cloud Infrastructure Scale out Solutions

Hybrid Cloud Infrastructure Scale out Solutions with full Nutanix hybrid cloud infrastructure capabilities 100% configured with descriptions that align with scale out deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be interested in advice to incent government Shared Service centers.



- 5. **Solution 5:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Cold Storage Block
- 6. **Solution 6:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Enterprise Block
- 7. **Solution 7:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Branch Office Block
- 8. **Solution 8:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-SO-C-STOR-SLN	Solution 5 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Cold Storage Block	\$91,410.54	\$85,044.56	\$82,508.68	\$82,136.40	\$81,391.82	\$80,647.24	\$74,806.60	\$74,062.03	\$72,945.16
422-HC-SO-ENT-SLN	Solution 6 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Enterprise Block	\$314,851.08	\$292,959.55	\$284,210.40	\$282,890.76	\$280,251.48	\$277,612.20	\$260,612.75	\$257,973.47	\$254,014.55
422-HC-SO-BRANCH-SLN	Solution 7 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Branch Office Block	\$191,651.84	\$178,328.29	\$172,999.82	\$172,191.93	\$170,576.16	\$168,960.39	\$158,981.90	\$157,366.13	\$154,942.48
422-HC-SO-FLASH-SLN	Solution 8 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix High Performance Flash Block	\$1,002,953.80	\$933,507.02	\$905,495.87	\$900,960.76	\$891,890.56	\$882,820.35	\$856,174.52	\$847,104.31	\$833,499.00

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 purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

SOLUTIONS 9-10 Hybrid Cloud Software Defined Datacenter Solutions

Description: Hybrid Cloud Software defined datacenter

Hybrid Cloud Software defined datacenter and Tactical platforms with Nutanix Hybrid Cloud Infrastructure capabilities, applicable to a strategy where it is ideal to source validated and Nutanix supported hardware infrastructure separately from the Nutanix software. Nutanix would consider cumulative per year volume incentive, starting over annually.

- 9. **Solution 9:** Hybrid Cloud Software defined datacenter Solution – 4 node software only enterprise
- 10. **Solution 10:** Hybrid Cloud Tactical infrastructure software Solution – 8 node software only tactical



SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4
422-HC-SW-TACT-SLN	Solution 9 Hybrid Cloud Software defined datacenter Solution	\$81,600.00	\$79,967.76	\$74,419.20	\$73,603.20	\$72,787.20	\$71,563.20
422-HC-SW-SSERV-SLN	Solution 10 Hybrid Cloud Tactical Infrastructure Software Solution	\$163,200.00	\$159,935.52	\$148,838.40	\$147,206.40	\$145,574.40	\$143,126.40

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 \$500,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$1,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$2,000,000.00
- Level 4 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00

Sizing is specific to Nutanix partner hardware platforms and available upon request from Nutanix systems engineers. All Nutanix validated and supported partner hardware platforms build and deploy systems by node count. Eight and four node solutions were selected because that is the full scale out configuration of the individual partner hardware platforms for enterprise and tactical solutions.

Nutanix Software capabilities that are included with each of the solutions to enable the Nutanix Hybrid Cloud infrastructure regardless of whether the hardware is procured from Nutanix or separately from a Nutanix certified and supported hardware vendor:

Webscale hyper converged architecture, Nutanix Acropolis application mobility fabric, Acropolis distributed storage fabric, PRISM Enterprise management, Acropolis hypervisor, Acropolis file services, Acropolis block services, Acropolis Container services, Nutanix Cloud Connect, Shared Service self-service portal, data locality, data tiering, compression, de-duplication, security hardening, security control monitoring, security control breach automated remediation, NIST security control documentation for ATO, 1 year HW and SW maintenance including all software updates with 24x7x365 phone support - 4 hr response with non-returned disk service.

ATTACHMENT IV C - U.S. Government VERITAS FITARA Addendum

Introduction

Veritas Enterprise Data Management empowers government departments, on the federal and local level, to combine key capabilities from a family of solutions that reduces complexity, streamlines operations, and empowers agencies to recognize enormous business value.

With Veritas Enterprise Data Management solutions, federal agencies can have the insight and availability they need to understand what information they have, know how to keep it protected, and realize what they should delete. This leads to the best possible return on information (ROI): the ability to gain better visibility and insight into unstructured data and to control, store, and protect citizen information.

SOLUTIONS Enterprise Data Management Solutions

Carahsoft will provide the following Veritas Enterprise Data Management Solutions through the GSA Schedule at the following discount options.



Product Family	Description/Business Value
360 DATA MANAGEMENT	Veritas 360 Data Management offerings provide data visibility, compliance readiness, business continuity, data protection and recoverability, while maintaining data/workload portability and storage optimization All product SW/HW components are included *See Bundle Information on page
DATA INSIGHT	Veritas Data Insight helps organizations improve unstructured data governance to reduce costs, reduce risk, and achieve compliance through actionable intelligence into data ownership, usage, and access controls All product SW components
EDISCOVERY	From ECA and keywords to concepts and TAR, Veritas' eDiscovery Platform provides the ultimate analysis toolkit for isolating potentially relevant items, revealing context, and prioritizing what's most important 8100/8200 APPLIANCES, Collector SW all included
EV 247	EV 247 frees customers from the overheads of owning, running, or managing email and file archives by leveraging Microsoft Azure cloud platforms, powered by the world's leading archiving technology. This is a cloud platform, software archiving solution, and managed service all in one All product SW components, cloud storage, and management fees are included
INFOSCALE	Veritas InfoScale minimizes downtime by providing high availability and disaster recovery over any distance for your critical business services, including individual databases, custom applications, and complex multitier applications across physical and virtual environments All product SW components included

Enterprise Data Management Platform – Aggregate (Both Product & Services) Agency Spend with Initial Enterprise Support and Service Option from Below	Discount Level 1 >\$3M Annual Spend*	Discount Level 2 >\$8M Annual Spend*	Discount Level 3 >\$15M Annual Spend*
	2%	5%	10%

One of the following Veritas Consulting Services are strongly recommended with the purchase of each product family listed above. The Service Descriptions and recommended number of hours per family is listed below:

Service Option	Service Personnel	Service Description
1	Business Critical Services Assist (BCS) – Proactive Product Account Management	Business Critical Services (BCS) Assist. Provides a designated, accountable Business Critical Coordinator (BCC) to oversee, support delivery, and assist with case management and escalations during local business hours for rapid response, priority queuing, helps ensure preventable issues don't recur (through quarterly reporting), and that solutions and recommendations are documented for future reference.



2	Remote Product Specialist (RPS) - On-Call, Dedicated Specialist	Remote Product Specialists (RPS). Get your mission critical application up and running as quickly as possible in the event of an issue or an unplanned outage. Includes an assigned, advanced level product expert to personalize your support experience and ensure priority call queuing.
3	On-Site Business Critical Engineer (BCE) - On-Site Resource	A Business Critical Engineer (BCE). Optimizes the Veritas environment. The BCE can minimize downtime by identifying potential issues before they impact performance and help optimize solutions so that each product feature is used fully to maximize the value from your software investment

Recommended Minimum by Discount Level – Services Only

Aggregate Revenue for Agency	Services Discount Level	Recommended Service Options		
		BCS	RPS	BCE Consultant FTE = 2040 hrs
\$0 - \$8M	Discount Level 1 (2%)	1 / per product	1/ per product	500 Hours
\$8M - \$15M	Discount Level 2 (5%)	1 / per product	1 / per product	1,020 Hours
>\$15M	Discount Level 3 (10%)	2 / per product	2 / per product	2,040 Hours

SUPPORT SKUs for NetBackup

For any agency with NetBackup currently installed or with the initial purchase of NetBackup, premier services offerings are available through the following bundles on the Carahsoft GSA. Offered skus are inclusive of Netbackup licensing, estimated service hours below, and either a SW or HW based Netbackup appliance.

As a rule of thumb, Veritas and Carahsoft recommend the following estimates of service hours in support of our software installations. These estimates are based on Front End TB count of the backup environment:

- < 100TB – 80 hours
- 101-250TB – 120 hours
- 250-500TB – 180 hours
- > 500TB – 240 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 full GSA Schedule price.

Per Agency Aggregate Spend 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 \$3,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$8,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00

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 **Veritas Fiscal Year which begins on April 1st**. A full listing of eligible parent and sub agencies can be found in the Appendix.

The initial period of performance for all support/maintenance contracts that come with eligible Veritas 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.



We are dedicated to providing the Enterprise Data Management solutions to all federal agencies regardless of agency size. The Veritas 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 Blanket Purchase Agreements or contracts that an agency may have in place with Carahsoft or an authorized Veritas/Carahsoft reseller.

For the full pricelist table please use the following link:

https://www.carahsoft.com/application/files/4615/4418/8823/VERITAS_TC_TABLE.pdf

ATTACHMENT V – Approved IT Manufacturers

Approved IT Manufacturers:

Please reference GSA eLibrary:

<https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=47QSWA18D008F&contractorName=CARAHSOFT+TECHNOLOGY+CORPORATION&executeQuery=YES>

EXHIBIT C

CONTRACTOR'S QUOTE(S)

Government Price Quotation

Qualtrics at Carahsoft



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TO: Matt Hewitson
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FROM: Caitlin Reader
 Qualtrics at Carahsoft
 11493 Sunset Hills Road
 Reston, Virginia 20190

EMAIL: mhewitson@sjusd.org

EMAIL: Caitlin.Reader@carahsoft.com

PHONE:

PHONE: (571) 662-3357

TERMS: Contract Number: CMAS # 3-20-70-2247G
 Term: 3/27/2020 - 8/21/2028
 Delivery: 30 Days ARO
 Payment Terms: Net 45
 Credit Cards: Cal-Card Accepted
 Delivery: FOB Destination
 Tax: State Sales Tax as Required
 Business Size: Large
 Sales Tax May Apply

QUOTE NO: 56071599
QUOTE DATE: 05/23/2025
QUOTE EXPIRES: 06/22/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$177,970.45
TOTAL QUOTE: \$177,970.45

SUGGESTED OPTIONS

Government Price Quotation

Qualtrics at Carahsoft



11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | QUALTRICS@CARASOFT.COM



SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 3						
3	510132-611	CX Digital Up to 2B Page Views, 1 Year Term, CX Foundation Users Required XM for Customer Experience - Frontline Digital Interactions : 170,000 Qualtrics, LLC - 510132 Start Date: 07/01/2027 End Date: 06/30/2028		\$267,045.91	GSA 1	\$267,045.91
YEAR 3 SUBTOTAL:						\$267,045.91
SUGGESTED OPTIONS SUBTOTAL:						\$508,442.22

Qualtrics EULA: <http://www.qualtrics.com/indirect-terms-of-service/>

Prices shown do not include sales tax, GST, HST, VAT or other taxes that may apply. Applicable taxes will be presented on the invoice. Unless inserted as part of an order form, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects may be provided in a separate order form. Unless inserted as part of an order form, actual costs may change once project requirements and timelines are finalized. Software total above does not include any additional services fees that may be applicable.

*** Please reference the contract vehicle, the Carahsoft Quote Number 56071599, and N30 payment terms on a resulting purchase order.

*** By providing a PO, customer is hereby agreeing to the terms and conditions outlined within the quote below to include acceptance of a multi-year agreement.

*** Customer's payment obligation for each contract year of the Agreement is conditioned upon the availability and appropriation of funds. If funds are not appropriated to support continuation of performance in a subsequent fiscal year period, Customer shall have the right to terminate the Agreement at the end of the then-current contract year with prior written notice to Qualtrics at least 30 days prior to the start of the next contract year (a "Non-Appropriation Termination"). In the event of a Non-Appropriation Termination, Customer will not be entitled to any refund of any prepaid fees and shall be responsible for payment of amounts incurred up to the date of such termination.

Includes:
 YEARS 1-3
 XM for Customer Experience - Frontline Digital Interactions : 170,000

carahsoft

Parties:	San Jose Unified School District CA 855 Lenzen Ave San Jose CA 95126 United States ("Customer")	Carahsoft Technology Corp 11493 Sunset Hills Road, Suite 100 Reston, VA 20190 ("Carahsoft")
Effective Date:	The date the order is processed.	
Governing Document:	This quote is subject to the Qualtrics Terms of Service at http://www.qualtrics.com/indirect-terms-of-service/ (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this quote, <i>the contract vehicle will be first in order of precedence.</i>	
Additional Terms:		

Subscription Term and Fees Exhibit

Subscription Term

Initial Term	
Start date:	First date of the initial period in the fees table below
End date:	Last date of the final period in the fees table below
Term in months:	36

Renewal Terms <i>(not applicable to pilots or proofs of concept)</i>	
Type of renewal at the end of the initial term and each renewal term:	Renewal on mutual written agreement
Advance notice required to not renew or to request modification prior to the end of initial term or applicable renewal term:	N/A
Length of each renewal term in months:	12
Price increase at each renewal term for same Cloud Services:	5%

Fees for Initial Term

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
01-Jul-2025 TO 30-Jun-2026	Cloud Professional	\$177,970.45 \$0.00	Effective Date	Net 30	56071599
01-Jul-2026 TO 30-Jun-2027	Cloud Professional	\$241,396.31 \$0.00	01-Jun-2026	Net 30	56071599
01-Jul-2027 TO 30-Jun-2028	Cloud Professional	\$267,045.91 \$0.00	01-Jun-2027	Net 30	56071599
		USD \$686,412.67			
Total					

Prices shown do not include applicable taxes, which will be included on the invoice.

Cloud Service Order: The table(s) above shows the Cloud Services purchased by the End Customer as well as the initial Subscription Term and fees. Usage Metrics and volume are shown in the Cloud Service Exhibit.

Subscription Term. Partner's initial subscription term for the Cloud Services listed in the above Fees Exhibit will begin on the start date and will be effective until the end date unless Partner is otherwise notified by Qualtrics.

Excess Use

Any use of the Cloud Service that exceeds the Usage Metrics and volumes set forth herein will incur additional fees from the date the excess use began based on Qualtrics' prices as of that date. Partner will execute an Order Form for such excess use promptly upon Qualtrics'

request. Qualtrics will invoice Partner for such excess use on or about the end of the then-current annual period, and Partner will pay the invoiced amount in accordance with the applicable payment terms above.

Cloud Service Exhibit

YEAR 1
56071599

CLOUD SERVICE

XM for Customer Experience - Frontline Digital Interactions : 170,000

YEAR 2
56071599

CLOUD SERVICE

XM for Customer Experience - Frontline Digital Interactions : 170,000

YEAR 3
56071599

CLOUD SERVICE

XM for Customer Experience - Frontline Digital Interactions : 170,000

The Cloud Services purchased are subject to the Definitions and Product Terms located at: <https://www.qualtrics.com/legal/customers/product-terms>

Qualtrics permits End Customer to process a limited number of characters (as defined at <https://www.qualtrics.com/support/survey-platform/data-and-analysis-module/data/translate-text-responses>) through its translation functionality per subscription year ("**Translation Limit**") at no charge. Qualtrics, at its discretion, reserves the right to strictly enforce this limit.

Service Level Exhibit

Service Levels

1. **Availability.** Qualtrics ensures that the Cloud Service has an availability level of 99.93%, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Partner or End-Customer-caused event; or (iii) any force majeure event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Partner or End Customer for all Scheduled Maintenance.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Partner will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Cloud Service affected by Downtime). All times listed immediately below are per calendar month.
 1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 2. If Downtime is from 31 to 120 minutes, Partner is eligible for a Fee Credit Percentage of 5%.
 3. If Downtime is from 121 to 240 minutes, Partner is eligible for a Fee Credit Percentage of 7.5%.
 4. If Downtime is 241 minutes or greater, Partner is eligible for a Fee Credit Percentage of 10.0%.

EXHIBIT D

CERTIFICATIONS

THE UNDERSIGNED EXECUTES THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: Matthew Hewitson, Director, Data Strategy Analytics

Signature: _____ Date: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified's COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

Lobbyist Certification. The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") or are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
 - Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
-

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Carahsoft Technology Corp.

Date: 6/6/2025

Signature:  Signed by:
Natalie LeMay
085984ACC6C94B8...

Name: Natalie LeMay

Title: SLED Contracts Manager