Category Attachment

Code : **F**

Title : **Information Technology**

Solicitation Number : **47QSMD20R0001**

Refresh Number : **0016**

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Information Technology Category Instructions and Regulations

Instructions:

All offerors must follow evaluation criteria and instructions outlined in the MAS solicitation, including in SCP-FSS-001. The Information Technology Category Attachment outlines additional evaluation criteria, requirements and information specific to this category only. For a list of required Schedule templates and attachments, please visit www.gsa.gov/mascategoryrequirements.

For additional guidance and information for Schedule buyers and sellers, please visit our general guidance page at www.gsa.gov/schedules.

Section I Instructions for all IT Offerors

1) **Technical Evaluation**. All technical evaluation factors, subcategory and SIN specific requirements will be reviewed, evaluated, and rated acceptable or unacceptable based on criteria defined in the solicitation. Award will be made on a SIN-by-SIN basis. A rating of "unacceptable" under any technical evaluation factor by SIN will result in an "unacceptable" rating overall for that SIN, and that SIN will be rejected. Offers determined unacceptable for all proposed SIN(s) will be rejected.

2) **Commercial Supplier Agreement (CSA)Terms**. If offering Commercial Supplier Agreement (CSA)Terms (e.g. standard terms of sales or lease, Terms of Service (TOS), End User License Agreements (EULA), or other similar legal instruments or agreements) - Often ordering activities will decline to place an order because of Federally non-compliant terms (e.g., customer indemnification). This results in a loss of business for the Schedule holder. In order to facilitate GSA's review and negotiation of each individual set of terms for compliance with Federal law, the Offeror is required to submit its CSA in an editable format, and preferably with the Federally non-compliant terms and conditions already removed. Such submissions may help GSA avoid delays in reviewing and negotiating each individual agreement. "Clickwrap" submissions or links to agreements are not acceptable. The Offeror must clearly define what additional products, services, and prices are included with its CSA.

3) **Part Numbers.** Offeror must ensure the Original Equipment Manufacturer (OEM), Manufacturer Part Number or Wholesaler Number for each product proposed reflects the actual part number assigned. If the OEM, Manufacturer, or Wholesaler Part Number is submitted incorrectly or not submitted, the product offering will not be awarded.

4) **Ancillary Supplies and/or Services.**

a) Ancillary products and services are not within the scope of any ITC SIN and must be offered under a SIN that specifically covers the proposed products and services.

b) Non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately. Non-professional labor categories must be offered under a SIN that specifically covers the proposed services.

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

6) **Relevant Project Experience Evaluation.**

a) The Offeror must submit a narrative demonstrating relevant project experience. A narrative is required for the following SINs:

IT Services Subcategory

o 54151HACS - Highly Adaptive Cybersecurity Services (HACS)

o 54151S - Information Technology Professional Services

o 54151HEAL - Health Information Technology Services

IT Solutions Subcategory

o 561422 - Automated Contact Center Solutions (ACCS)

o 518210C - Cloud Computing and Cloud Related IT Professional Services

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

o 541370GEO - Earth Observation Solutions

o 541519ICAM - Identity, Credentialing and Access Management (ICAM

o 541519PIV - Homeland Security Presidential Directive 12 Product and Service Components

Telecommunications Subcategory

o 517312 - Wireless Mobility Solutions

o 517410 - Commercial Satellite Communications Solutions (COMSATCOM)

IT Training Subcategory

o 611420 – Information Technology Training

In addition to the one (1) relevant project experience submission required by the SCP-FSS-001 Factor Four, Information Technology Category (ITC) requires one (1) additional project experience for the SINs listed below. This equates to a total of two (2) project experiences with your offer submission. Relevant projects must be within the last two years and not exceed four (4) pages per project. Each description must clearly indicate the SIN to which it applies, and identify the specific services being proposed under that SIN. The two (2) projects can be completed or on-going project(s), similar in size and complexity to the effort contemplated herein and in sufficient detail for the Government to perform an evaluation.

i. Each project description must also address the following elements:

1. Provide the following information for each project submitted:

A. Project/Contract Name;

B. Project Description;

C. Dollar Amount of Contract;

D. Project Duration, which includes the original estimated completion date and the actual completion date; and

E. Point of Contact and Telephone Number.

ii. Detailed description of SIN-relevant work performed and results achieved.

iii. Provide background information on the project or projects presented to demonstrate expertise.

iv. Methodology, tools, and/or processes utilized in performing the work.

v. Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.

vi. Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays.

vii. How the work performed is similar in scope and complexity to the work solicited under the proposed SIN.

viii. Demonstration of required specific experience and/or special qualifications detailed under the proposed SIN.

ix. Submit a summary of the final deliverables for the noted project or projects.

x. The Offeror may use the same project in support of more than one SIN as long as the description clearly identifies the SIN-relevant work. All examples of completed services must have been deemed acceptable by the customer.

xi. All examples of completed services shall have been found to be acceptable by the ordering activity. If the offeror cannot provide two examples of past experience, they may provide additional documentation to substantiate project experience to be evaluated by the contracting officer.

b) The following SINs have additional requirements that shall be addressed in the Relevant Project experience narrative:

i. SIN 54151HEAL - Health Information Technology Services:

1. Each completed example of project experience shall have been completed within the last two years. All examples of completed services shall have been found to be acceptable by the ordering activity.

2. Provide background information on the project or projects presented to demonstrate Health IT expertise.

3. Outline how the project or projects are related to SIN 54151HEAL.

ii. SIN 561422 - Automated Contact Center Solutions (ACCS)

1. Where applicable include descriptions of types of channels used in contact centers, annual volume of contacts by channel, Customer Relationship Management tools, speech and text analytics tools used, summary of employee engagement/retention practices used, multilingual services, summary of any efforts or practices used to support surge volume, list of accomplishments to include improvements in service, numbers of agents (including actual, virtual/home-based or Artificial Intelligence/Natural Language/Intelligence Language) used in the project, security considerations, summary of PII handling practices, and types of reporting/data analytics provided on the project.

iii. SIN 541370GEO - Earth Observation Solutions

1. A narrative of services provided or a project where products were provided.

iv. SIN 541519ICAM - Identity, Credentialing and Access Management (ICAM)

1. Both projects described must be prior Federal Government application deployment projects for public-facing IT systems.

2. Technical evaluation criteria for offers of policy-compliant agency setup, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service.

A. Successful completion of Level 1 Credential Assessment - Include Assessment Report

B. Successful completion of Level 2 Credential Assessment - Include Assessment Report

C. Successful completion of applicable interoperability testing - Include Test Report

3. Technical evaluation criteria for offers of compliant ID proofing, Credential issuance, continued account management, revocation, and certificate validation as part of the basic service.

A. Successful completion of Level 3 and 4 Credential Assessment - Include Assessment Report

B. Access Certificates for Electronic Services (ACES) Security Certification and Accreditation (C&A) as a condition of obtaining and retaining approval to operate as a Certification Authority (CA) under the ACES Certificate policy and the GSA ACES Program. – Include Authorization to Operate (ATO) letter.

C. Common criteria for other Certification Authorities cross-certified by the Federal Bridge

4. Technical evaluation criteria for offers of E-authentication Hardware Tokens.

A. Listed on GSA's Federal Information Processing Standards (FIPS) 201 Approved Products List.

B. Crypto Modules must be FIPS 140-2 validated.

5. Technical evaluation criteria for offers of precursor services such as bulk load, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service. Also includes translation and validation services, and partial services such as 3rd-party identity proofing or secure hosting.

A. Demonstrated compliance with NIST SP 800-63, as applicable to the technologies being utilized by the offeror.

B. Compliance with published E-Authentication architecture, verified by a clearance letter from GSA's Office of Governmentwide Policy.

6. Technical evaluation criteria for offers of Identity and Access Management Professional Services.

A. Documented experience with deployment of policy-compliant Identity and Access Management (IAM) projects in Government agencies. This includes IAM technologies and standards, including Security Assertion Markup Language (SAML), Public Key Infrastructure (PKI) and the Web Services (WS)-Federation specification. Offerors should describe in detail their competencies when proposing under this SIN.

v. SIN 541519PIV - Homeland Security Presidential Directive 12 Product and Service Components

1. All offers must be in compliance with guidance in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, OMB Memorandum 04-04.

vi. SIN 517410 - Commercial Satellite Communications Solutions (COMSATCOM)

1. Provide a description of the offeror's experience delivering COMSATCOM services as described in 552.238-110 Commercial Satellite Communication (COMSATCOM) Services.

2. All completed projects shall have been completed within the last two years prior to submission of the COMSATCOM SIN proposal.

3. If the offeror cannot provide two (2) projects, it may provide additional documentation to substantiate project experience to be evaluated by the contracting officer.

4. Provide background information on the project presented to demonstrate familiarity and expertise servicing COMSATCOM requirements.

5. Outline how the project is related to the COMSATCOM SIN.

6. Information Assurance Minimum Security Controls Compliance for SIN 517410 COMSATCOM

A. Federal policy specifies Government customer compliance with the Federal Information Security Management Act of 2002, as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), "Minimum Security Requirements for Federal Information and Information Systems." This standard

specifies minimum security requirements Federal agencies must meet, defined through the use of security controls described in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, "Recommended Security Controls for Federal Information Systems and Organizations," DoD Instruction (DoDI) 8500.2, "Information Assurance Implementation," and associated documents.

B. Complete the Information Assurance Checklist found on the GSA SATCOM Services Program Management Office website (http://www.gsa.gov/portal/content/122627).

C. The Government will evaluate the Information Assurance checklist submitted as part of offeror's proposal to determine whether the offeror understands the minimum security controls, and has processes, personnel, and infrastructure that currently complies or demonstrates a reasonable approach to becoming compliant with all the minimum security controls for at least a low-impact information system or MAC III system.

vii. SIN 611420 – Information Technology Training

1. The narrative must include the following:

A. course names,

B. brief description,

C. length of course,

D. type of training,

E. location (on or off customer site), and

F. any other pertinent details to the training offered.

2. If other than the manufacturer, submit proof of authorization to provide training course(s) for manufacturer's software and/or hardware products.

7) **SINs with IT Professional Services.** This applies to all SINs that include IT professional services, the offeror shall not resell IT professional services. Currently, the IT Services subcategory and the IT Solutions subcategory include SINs with IT professional services.

This applies to all SINs that include IT professional services, the offeror shall not provide services which fall under the Brooks Act. FAR 36.6, which distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

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

9) **IT Hardware Shipped FOB Destination.** Prices for equipment shall be FOB destination, which covers equipment delivery to destination for any location within the geographic scope of this contract. This applies to all SINs offering hardware.

IT Hardware Subcategory

o 33411 - Purchasing of New Electronic Equipment

10) **Internet Protocol Version 6 (IPv6)**. All Information Technology offers at the time of submission dealing with Internet Protocol (IP) are self-certifying offerings as Internet Protocol Version 6 (IPv6) compliant.

11) **Payment Under a Contract.** Charges for training, maintenance, and services must be billed and paid in arrears (31 U.S.C. 3324).

12) **Continuous Diagnostics and Mitigation (CDM) Approved Products.** GSA has partnered with the Cybersecurity and Infrastructure Security Agency (CISA) to showcase CISA approved CDM tools. The CISA CDM Program’s Approved Products List (APL) is the authoritative catalog for all approved CDM

Tools and associated services. CDM APL Tools will carry the CDM tools symbol. The full complement of CDM subcategories includes tools, associated maintenance, and other related activities such as training. The CDM products and associated services undergo a DHS CISA product qualification process in order to be added to the CDM Approved Products List (APL). The APL features high-quality cybersecurity vendors offering products and related services to Federal, State, and Local Governments. CISA only accepts submissions to modify the CDM APL monthly. Offerors can submit updates to the APL on the first Monday of the first full or partial week of the month, with submissions being accepted through Friday of that week. A full submission calendar can be found on the CISA website. For technical and CDM APL related questions, please contact the CISA CDM Program Office at (csd_cb.acqbudg@cisa.dhs.gov).

Section II Terms and Conditions for all IT Contractors

1) **Organizational Conflicts Of Interest**

a) Definitions.

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

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

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

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

2) **Services Performed**

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

b) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

c) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

3) **Travel**. Any Contractor travel required in the performance of services must comply with the Pub. L. 99-234 and FAR Part 31.205-46, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel.

4) **Warranty**

a) Unless otherwise specified in the contract, the Contractor's standard commercial warranty applies.

b) The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements, if applicable.

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

Note: GSA will not award any Drones/Unmanned Aircraft Systems (UAS), as defined in 49 USC Ch. 448, in response to this Large Category except those drones approved by the Department of Defense (DoD) Defense Innovation Unit (DIU) through its Blue sUAS Program.

Regulation Number	Regulation Title/Comments
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
52.229-1	STATE AND LOCAL TAXES (APR 1984)
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)
52.223-13	ACQUISITION OF EPEAT - REGISTERED IMAGING EQUIPMENT (JUN 2014)
52.223-14	ACQUISITION OF EPEAT® - REGISTERED TELEVISIONS (JUN 2014)
52.223-16	ACQUISITION OF EPEAT® - REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)
552.238-115	SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (APR 2022)
552.238-107	TRAFFIC RELEASE (SUPPLIES) (MAY 2019)
552.238-73	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)
552.238-86	DELIVERY SCHEDULE (MAY 2019)
552.238-89	DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)
552.238-90	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)
552.238-91	MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)
552.238-92	VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)
552.238-93	ORDER ACKNOWLEDGMENT (MAY 2019)
552.238-94	ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

Subcategory Instructions and Regulations

F01. Electronic Commerce Subcategory

Instructions:

Continuous Diagnostics and Mitigation (CDM) Approved Products

GSA has partnered with the Cybersecurity and Infrastructure Security Agency (CISA) to showcase CISA approved CDM tools. The CISA CDM Program's Approved Products List (APL) is the authoritative catalog for all approved CDM Tools and associated services. CDM APL Tools will carry the CDM tools symbol. The full complement of CDM subcategories includes tools, associated maintenance, and other related activities such as training. The CDM products and associated services undergo a DHS CISA product qualification process in order to be added to the CDM Approved Products List (APL). The APL features high-quality cybersecurity vendors offering products and related services to Federal, State, and Local Governments. CISA only accepts submissions to modify the CDM APL monthly. Offerors can submit updates to the APL on the first Monday of the first full or partial week of the month, with submissions being accepted through Friday of that week. A full submission calendar can be found on the CISA website. For technical and CDM APL related questions, please contact the CISA CDM Program Office at (csd_cb.acqbudg@cisa.dhs.gov).

SIN 54151ECOM Electronic Commerce and Subscription Services

54151ECOM 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

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DG10
Maximum Order : $500,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	$34 million

Instructions:

1. Specific Instructions for SIN 54151ECOM - Electronic Commerce and Subscription Services

a. Acceptance Testing: Acceptance testing shall be performed of the systems for ordering activity approval in accordance with the approved test procedures. Management and operations pricing shall be provided on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

b. Normal commercial installation, operation, maintenance, and engineering interface training on the system shall be provided. If there is a separate charge, it must be stated as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

c. Monthly summary report may be provided to the Ordering Activity in accordance with commercial practice.

2. If an electronic commerce service plan is offered the following must be stated as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016):

a. Describe the electronic service plan and eligibility requirements;

b. Describe charges, if any, for additional usage guidelines; and

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

3. All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

F02. IT Hardware Subcategory

Instructions:
1. Offerors submitting an offer for a SIN(s) under the "Hardware Subcategory" must also comply with the following:

a. Installation and Technical Services for new equipment.

i. Offerors shall indicate as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016) :

A. if the equipment is self-installable; and/or

B. If the equipment is not self-installable, include any fees for installation, training, or maintenance.

ii. Offerors should provide commercial practices for installation, deinstallation and/or

reinstallation for review and possible inclusion in the contract.

2. **Continuous Diagnostics and Mitigation (CDM) Approved Products**

GSA has partnered with the Cybersecurity and Infrastructure Security Agency (CISA) to showcase CISA approved CDM tools. The CISA CDM Program's Approved Products List (APL) is the authoritative catalog for all approved CDM Tools and associated services. CDM APL Tools will carry the CDM tools symbol. The full complement of CDM subcategories includes tools, associated maintenance, and other related activities such as training. The CDM products and associated services undergo a DHS CISA product qualification process in order to be added to the CDM Approved Products List (APL). The APL features high-quality cybersecurity vendors offering products and related services to Federal, State, and Local Governments. CISA only accepts submissions to modify the CDM APL monthly. Offerors can submit updates to the APL on the first Monday of the first full or partial week of the month, with submissions being accepted through Friday of that week. A full submission calendar can be found on the CISA website. For technical and CDM APL related questions, please contact the CISA CDM Program Office at (csd_cb.acqbudg@cisa.dhs.gov).

SIN 33411 Purchasing of New Electronic Equipment

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

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : 7B22
Maximum Order : $500,000

NAICS

Number	Description	Business Size
334111	Electronic Computer Manufacturing	1250 employees
334112	Computer Storage Device Manufacturing	1250 employees
334210	Telephone Apparatus Manufacturing	1250 employees

Instructions:

****Best-in-Class (BIC) Designation****

1. Specific Instructions for SIN 33411 - Purchasing of New Electronic Equipment

a) offerors of new equipment are required to provide maintenance service and/or repair service and repair parts, in accordance with normal industry practices, for the type of equipment offered, for the Scope of the Contract (i.e., at minimum, the 48 contiguous states and the District of Columbia).

SIN 532420L Leasing of New Electronic Equipment

532420L Leasing of new electronic equipment. Includes the following lease types: Lease to Ownership, and Lease with Option to Own
NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DE10

Maximum Order : $500,000

NAICS

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	$40 million

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

a. Two (2) sets of leasing terms and conditions.are allowable. Either option or both options may be offered.

i. Option 1 does not contain a cancellation clause and all leases automatically expire on September 30th or sooner. Available at http://www.gsa.gov/mascategoryrequirements

ii. Option 2 contains a cancellation clause, in which the fee must be in accordance with applicable legal principles. Available at http://www.gsa.gov/mascategoryrequirements

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

SIN Level Regulations:

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

SIN 811212 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

811212 Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment. (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DB02
Maximum Order : $500,000

NAICS

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

Instructions:
1. Specific Instructions for SIN 811212 - Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

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

i. Repair Service Order Terms available at www.gsa.gov/mascategoryrequirements

ii. Maintenance Order Terms available at www.gsa.gov/mascategoryrequirements

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

c. Hardware maintenance and/or service repair shall be authorized by the OEM.

d. All parts furnished in connection with the repair and/or maintenance of equipment shall be parts authorized by the OEM.

F03. IT Services Subcategory

Instructions:
Offerors submitting an offer for a SIN(s) under the "IT Services Sub-category" must also comply with the following:

a. Only IT Professional Services or Labor Categories shall be offered.

b. Resumes shall be provided to the GSA contracting officer or the ordering activity upon request.

c. Offerors shall provide a description of each type of IT Professional Service or Labor Category offered, and it should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

d. Pricing for each type of IT Professional Service or Labor Category shall be in accordance with customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

e. Pricing of services shall be offered at the Contractor's facility and/or at the ordering activity location in accordance with customary commercial practices.

f. All awarded professional services/labor categories shall be included as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)) in the format provided above.

SIN 54151HACS Highly Adaptive Cybersecurity Services (HACS)

54151HACS Includes a wide range of fields such as, the seven-step Risk Management Framework services, information assurance, virus detection, zero trust architecture, network management, situational awareness and incident response, secure web hosting, backups, security services and Security Operations Center (SOC) services. HACS vendors are cataloged under the 5 subcategories of High Value Asset Assessments; Risk and Vulnerability Assessments, Cyber Hunt, Incident Response, and Penetration Testing.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DJ01
Maximum Order : $500,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	$34 million

Instructions:
Additional SIN Description: Includes proactive and reactive cybersecurity services that improve customer enterprise-level security posture. Services to identify and protect a customer's information resources, detect and respond to cybersecurity events or incidents, and recover capabilities or services impaired by any incidents that emerge.

It encompasses a wide range of fields that include, but are not limited to, Risk Management Framework (RMF) services, information assurance (IA), virus detection, network management, situational awareness and incident response, secure web hosting, and backup and security services.

The seven-step RMF includes preparation, information security categorization; control selection, implementation, and assessment; system and common control authorizations; and continuous monitoring. RMF activities may also include Information Security Continuous Monitoring Assessment (ISCMA), which evaluate organization-wide ISCM implementations, and also Federal Incident Response Evaluations (FIREs), which assess an organization's incident management functions.

It also includes Security Operations Center (SOC) services. The SOC scope includes services such as: 24x7x365 monitoring and analysis, traffic analysis, incident response and coordination, penetration testing, anti-virus management, intrusion detection and prevention, and information sharing.

1. Specific Instructions for SIN 54151HACS - Highly Adaptive Cybersecurity Services (HACS)

    a. Offerors may request to be placed in the following subcategories.

        i. High Value Asset (HVA) Assessments include Risk and Vulnerability Assessment (RVA) which assesses threats and vulnerabilities, determines deviations from acceptable configurations, enterprise or local policy, assesses the level of risk, and develops and/or recommends appropriate mitigation countermeasures in operational and non-operational situations. The services offered in the RVA sub-category include Network Mapping, Vulnerability Scanning, Phishing Assessment, Wireless Assessment, Web Application Assessment, Operating System Security Assessment (OSSA), Database Assessment, and Penetration Testing. Security Architecture Review (SAR) evaluates a subset of the agency s HVA security posture to determine whether the agency has properly architected its cybersecurity solutions and ensures that agency leadership fully understands the risks inherent in the implemented cybersecurity solution. The SAR process utilizes in-person interviews, documentation reviews, and leading practice evaluations of the HVA environment and supporting systems. SAR provides a holistic analysis of how an HVA’s individual security components integrate and operate, including how data is protected during operations. The SAR uses the RMF when designing and implementing the seven tenets of zero trust architecture by describing how the steps in the RMF map to similar steps described in NIST Special Publication (SP) 800-207, Zero Trust Architecture. Systems Security Engineering (SSE) identifies security vulnerabilities and minimizes or contains risks associated with these vulnerabilities spanning the Systems Development Life Cycle. SSE focuses on, but is not limited to the following security areas: perimeter security, network security, endpoint security, application security, physical security, and data security.

        ii. Risk and Vulnerability Assessment (RVA) assesses threats and vulnerabilities, determines deviations from acceptable configurations, enterprise or local policy, assesses the level of risk, and develops and/or recommends appropriate mitigation countermeasures in operational and non-operational situations. The services offered in the RVA sub-category include Network Mapping, Vulnerability Scanning, Phishing Assessment, Wireless Assessment, Web Application Assessment, Operating System Security Assessment (OSSA), Database Assessment, and Penetration Testing.

        iii. Penetration Testing is security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network.

        iv. Incident Response services help organizations impacted by a cybersecurity compromise determine the extent of the incident, remove the adversary from their systems, and restore their networks to a more secure state.

        v. Cyber Hunt activities respond to crises or urgent situations within the pertinent domain to mitigate immediate and potential threats. Cyber Hunts start with the premise that threat actors known to target some organizations in a specific industry or with specific systems are likely to also target other organizations in the same industry or with the same systems.

    b. Services offered SIN 54151HACS shall be in accordance with the following laws and standards

when applicable to the specific task orders, including but not limited to:

i. Federal Acquisition Regulation (FAR) Part 52.204-21

ii. OMB Memorandum M-17-12 - Preparing for and Responding to a Breach of Personally Identifiable Information (PII)

iii. OMB Memorandum M- 19-03 - Strengthening the Cybersecurity of Federal Agencies by enhancing the High Value Asset Program

iv. 2017 Report to the President on Federal IT Modernization

v. The Cybersecurity National Action Plan (CNAP)

vi. NIST SP 800-14 - Generally Accepted Principles and Practices for Securing Information Technology Systems

vii. NIST SP 800-27A - Engineering Principles for Information Technology Security (A Baseline for Achieving Security)

viii. NIST SP 800-30 - Guide for Conducting Risk Assessments

ix. NIST SP 800-35 - Guide to Information Technology Security Services

x. NIST SP 800-37 - Risk Management Framework for Information Systems and Organizations: A Systems Life Cycle Approach for Security and Privacy

xi. NIST SP 800-39 - Managing Information Security Risk: Organization, Mission, and Information System View

xii. NIST SP 800-44 - Guidelines on Securing Public Web Servers

xiii. NIST SP 800-48 - Guide to Securing Legacy IEEE 802.11 Wireless Networks

xiv. NIST SP 800-53 – Security and Privacy Controls for Federal Information Systems and Organizations

xv. NIST SP 800-61 - Computer Security Incident Handling Guide

xvi. NIST SP 800-64 - Security Considerations in the System Development Life Cycle

xvii. NIST SP 800-82 - Guide to Industrial Control Systems (ICS) Security

xviii. NIST SP 800-86 - Guide to Integrating Forensic Techniques into Incident Response

xix. NIST SP 800-115 - Technical Guide to Information Security Testing and Assessment

xx. NIST SP 800-128 - Guide for Security-Focused Configuration Management of Information Systems

xxi. NIST SP 800-137 - Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations

xxii. NIST SP 800-153 - Guidelines for Securing Wireless Local Area Networks (WLANs)

xxiii. NIST SP 800-160 - Systems Security Engineering: Considerations for a Multidisciplinary Approach in the Engineering of Trustworthy Secure Systems

xxiv. NIST SP 800-171 - Protecting Controlled Unclassified Information in non-federal Information Systems and Organizations

xxv. NIST SP 800-207 - Zero Trust Architecture

c. All professional labor categories under SIN 54151S Information Technology Professional Services may remain there, unless the labor categories are specific to SIN 54151HACS.

2. Oral Technical Evaluation for SIN 54151HACS - Highly Adaptive Cybersecurity Services (HACS)

a. Unless otherwise specified, the offeror shall participate in an oral technical evaluation that will be conducted by a Technical Evaluation Board (TEB). The oral technical evaluation will be held at the unclassified level and will be scheduled by the TEB. The oral technical evaluation will be used to assess the offeror's capability to successfully perform the services within the scope of each subcategory as set forth in this solicitation, excepting those service components awarded through the submission of the Service Self-Attestation. The Self-Attestation form is available at gsa.gov/hacs.

An offeror may only be awarded SIN 54151HACS upon successful completion of the Highly Adaptive Cybersecurity Services oral technical evaluation. If the offeror elects to be cataloged under the "Cyber Hunt" and/or "Incident Response" subcategories, additional questions related to those areas will be asked during the HACS Oral Technical Evaluation.

i. ORAL TECHNICAL EVALUATION CONSTRAINTS: The offeror shall identify up to five key personnel, by name and association with the offeror, who will field questions during the oral technical evaluation. The HACS SIN consists of 5 subcategories. The base HACS Oral Technical Evaluation consists of questions related to the 3 subcategories of, High Value Asset Assessments, Risk and Vulnerability Assessments and Penetration Testing. One (1) hour and 40 minutes is allotted for the base HACS Oral Technical Evaluation. The evaluation will be stopped precisely after 1 hour and 40 minutes. Should the offeror elect to be considered for the additional subcategories of Incident Response and Cyber Hunt, an additional 10 minutes will be allotted for each of those subcategories. The total base evaluation session is expected to last up to 1 hour and 40 minutes, depending on the number of subcategories the offeror is proposing. The TEB Chairperson will be responsible for ensuring the schedule is met and that all offerors are given the same opportunity to present and answer questions.

ii. ORAL TECHNICAL EVALUATION SCHEDULING: The TEB will contact the offeror's authorized negotiator or the signatory of the SF 1449 via email to schedule the oral technical evaluation. Evaluation time slots will be assigned on a first-come-first-served basis. The Government reserves the right to reschedule any offeror's oral technical evaluation at its sole discretion. The oral technical evaluation will be held at facilities designated by the TEB. The exact location, seating capacity, and any other relevant information will be provided when the evaluations are scheduled. The Government may also make accommodations for vendors to participate in the oral evaluations virtually.

iii. PROHIBITION OF ELECTRONIC RECORDING OF THE ORAL TECHNICAL EVALUATION: The offeror may not record or transmit any of the oral evaluation process. All offeror's electronic devices shall be removed from the room during the evaluation. The offeror is permitted to have a timer in the room during the evaluation, provided by the TEB.

iv. RESUBMISSION RESTRICTIONS FOR UNSUCCESSFUL VENDORS UNDER THIS EVALUATION FACTOR: The TEB will afford the offeror multiple opportunities to achieve the "pass" criteria under this evaluation factor through "clarification" questioning, during the Oral Technical Evaluation. Any offeror whom the TEB has found to have not passed under this evaluation factor shall be failed and shall be ineligible to re-submit under the SIN to participate in this evaluation factor for a period of six (6) months following the date of failure.

v. FOR REJECT AND WITHDRAWN OFFERS OR MODIFICATIONS: An offeror or contractor can re-apply for SIN 54151HACS if they are rejected or withdrawn.

1. If an offeror or contractor passes the oral technical evaluation but their offer or modification is rejected or withdrawn, they can re-apply within six (6) months after the oral technical evaluation completion date without having to participate in the oral technical evaluation again. When documentation is resubmitted for review for a new offer/modification, include a statement in the cover letter that the capabilities remain current, accurate, and complete as stated during the oral technical evaluation.

2. If an offeror or contractor passes the oral technical evaluation but their offer or modification is rejected or withdrawn and they do not re-apply within six (6) months after the oral technical evaluation completion date, they must participate in a new oral technical evaluation in order to add SIN 54151HACS.

vi. HIGH VALUE ASSET (HVA) ASSESSMENTS SUBCATEGORY PLACEMENT: Any offeror previously awarded all of the following four SINs: 132-45A Penetration Testing, 132-45B Incident Response, 132-45C Cyber Hunt, and 132-45D Risk and Vulnerability Assessment, shall not be subject to a Highly Adaptive Cybersecurity Services oral technical evaluation, so long as they provide in the modification package to the GSA contracting officer a Service Self-Attestation acknowledging their ability to perform Security Architecture

Review (SAR) and Systems Security Engineering (SSE) services in their entirety. The Self-Attestation form is available at gsa.gov/hacs.

b. Oral Technical Evaluation Procedures: The offeror will be evaluated on their knowledge of the proposed services. The oral technical evaluation will require the offeror to respond to a specific scenario and general questions to assess the offeror's expertise. The competencies, criteria and evaluation minimums for the questions are below: All new offerors and modifications must participate in and PASS the HACS Oral Technical Evaluation. The Oral Technical Evaluation will include, at a minimum, questions on Risk and Vulnerability Assessment (RVA), Security Architecture Review (SAR), Systems Security Engineering (SSE), and Penetration Testing. At the time of submission, all new offerors and modifications can also elect to be cataloged in one or both of the additional subcategories of Cyber Hunt or Incident Response (IR). Should this election be taken, additional questions related to these subcategories will be included in their HACS evaluation and these additional subcategory topics must be passed as well.

c. Oral Technical Evaluation Criteria: The offeror's responses to the government's questions during the oral technical evaluation session shall be used to determine whether the offeror has the requisite experience and expertise to perform tasks expected to be performed within the scope of the SIN. The oral technical proposal will be evaluated and rated on a pass/fail basis. The rating definitions provided below will be used for the evaluation of the offeror's responses to questions during the oral evaluation.

d. SIN Subgroups: Upon completion of the oral technical evaluation for both offers and modifications, the government will determine which of the following 5 SIN subgroups apply:

1. High value Asset (HVA) Assessments

2. Risk and Vulnerability Assessment (RVA)

3. Cyber Hunt

4. Incident Response

5. Penetration Testing

Following notification that they are eligible for one or more of the 5 SIN subgroups, awarded contractors may select the corresponding subgroups by following the instructions below:

1. Login to eBuy

2. From the top menu, select "Profile"

3. Click "Modify Subgroups"

4. Select the applicable subgroups according to the instructions

All contractor selections will be monitored by GSA for compliance and action will be taken against your contract if you select Subgroups that have not been awarded under your contract.

Note: All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

TECHNICAL RATINGS	
Rating	**Definition**
Pass	The proposal clearly meets the minimum requirements of the solicitation.
Fail	The proposal does not clearly meet the minimum requirements of the solicitation.

SIN 54151HEAL Health Information Technology Services

54151HEAL Includes a wide range of Health IT services to include connected health, electronic health records, health information exchanges, health analytics, personal health information management, innovative Health IT solutions, health informatics, emerging Health IT research, and other Health IT services.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DA01
Maximum Order : $500,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	$34 million

Instructions:
1. Specific Instructions for SIN 54151HEAL - Health Information Technology Services

a. Services offered SIN 54151HEAL shall be in accordance with the following laws and standards when applicable to the specific task orders, including but not limited to:

o Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH)

o The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

o The National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) and Special Publications

o Federal Information Security Management Act (FISMA) of 2002

b. All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

SIN 54151S Information Technology Professional Services

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

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DA01
Maximum Order : $500,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	$34 million

Instructions:
1. Specific Instructions for SIN 54151S - Information Technology Professional Services:

* All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

F04. IT Software Subcategory

Instructions:

****Best-in-Class (BIC) Designation****

Offerors submitting an offer for a SIN(s) under the “IT Software Sub-category” must also comply with the following:

1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available shall be available during specified hours.

a) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central, Mountain or Pacific time.

2) Descriptions and Equipment Compatibility: Offerors shall include as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016) a complete description of each software product including the operating systems on which the software can be used. Also included shall be a brief, introductory explanation of the modules and documentation which are offered.

3) Right-to-Copy Pricing: Offerors shall insert the discounted pricing for right-to-copy licenses, if commercially available, in an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

4) Utilization Limitations

a) Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b) When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:

i.) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

ii.) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

iii.) Except as provided above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

iv.) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

vi.) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.

vii.) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

5) **Continuous Diagnostics and Mitigation (CDM) Approved Products**

GSA has partnered with the Cybersecurity and Infrastructure Security Agency (CISA) to showcase CISA approved CDM tools. The CISA CDM Program's Approved Products List (APL) is the authoritative catalog for all approved CDM Tools and associated services. CDM APL Tools will carry the CDM tools symbol. The full complement of CDM subcategories includes tools, associated maintenance, and other related activities such as training. The CDM products and associated services undergo a DHS CISA product qualification process in order to be added to the CDM Approved Products List (APL). The APL features high-quality cybersecurity vendors offering products and related services to Federal, State, and Local Governments. CISA only accepts submissions to modify the CDM APL monthly. Offerors can submit updates to the APL on the first Monday of the first full or partial week of the month, with submissions being accepted through Friday of that week. A full submission calendar can be found on the CISA website. For technical and CDM APL related questions, please contact the CISA CDM Program Office at (csd_cb.acqbudg@cisa.dhs.gov).

SIN 511210 Software Licenses

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

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : 7A21

Maximum Order : $500,000

NAICS

Number	Description	Business Size
513210	SOFTWARE PUBLISHERS	$47 million

Instructions:
Additional SIN Description: Term Licenses. The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud Computing and Cloud Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

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

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

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

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

1.) Specific Instructions for SIN 511210 - Software Licenses

a.) Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program.

b.) The words “term software” or “perpetual software” shall be the first word in the product title/name for: 1) the price proposal template and 2) the SIP file for GSA Advantage. The word “term software” or “perpetual software” shall be the first word in the product title/name for the GSA Pricelist pricing charts (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). The words “term software” or “perpetual software” shall be in each product title in any response to a customer Request for Quote (RFQ) or Request for Information (RFI).

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

d.) Conversion From Term License To Perpetual License

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

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

iii.) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

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

e.) Term License Cessation

i.) After a software product has been on a continuous term license for a period of _____ (*Fill-in the period of time*.) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

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

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

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

f.) Utilization Limitations for Perpetual Licenses

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

1.) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

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

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

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

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

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

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

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

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

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

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

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

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

SIN 54151 Software Maintenance Services

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

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DA01
Maximum Order : $500,000

NAICS

Number	Description	Business Size
541511	Custom Computer Programming Services	$34 million
541512	Computer Systems Design Services	$34 million

Instructions:

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

1. Specific Instructions for SIN 54151 - Software Maintenance Services

* All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

F05. IT Solutions Subcategory

Instructions:
Offerors submitting an offer for a SIN(s) under the "IT Solutions Subcategory" must also comply with the following:

1) The following applies to any IT Solutions SIN that includes IT Professional Services.

a) Only IT Professional Services or Labor Categories shall be offered.

b) Resumes shall be provided to the GSA contracting officer or the user ordering activity upon request.

c) Shall provide a description of each type of IT Professional Service or Labor Category offered, and it should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor’s Degree in Computer Science

d) Pricing for each type of IT Professional Service or Labor Category shall be in accordance with customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

e) Pricing of services shall be offered at the Contractor’s facility and/or at the ordering activity location in accordance with customary commercial practices.

f) All awarded professional services/labor categories shall be included as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)) in the format provided above.

2) **Continuous Diagnostics and Mitigation (CDM) Approved Products**

GSA has partnered with the Cybersecurity and Infrastructure Security Agency (CISA) to showcase CISA approved CDM tools. The CISA CDM Program’s Approved Products List (APL) is the authoritative catalog for all approved CDM Tools and associated services. CDM APL Tools will carry the CDM tools symbol. The full complement of CDM subcategories includes tools, associated maintenance, and other related activities such as training. The CDM products and associated services undergo a DHS CISA product qualification process in order to be added to the CDM Approved Products List (APL). The APL features high-quality cybersecurity vendors offering products and related services to Federal, State, and Local Governments. CISA only accepts submissions to modify the CDM APL

monthly. Offerors can submit updates to the APL on the first Monday of the first full or partial week of the month, with submissions being accepted through Friday of that week. A full submission calendar can be found on the CISA website. For technical and CDM APL related questions, please contact the CISA CDM Program Office at (csd_cb.acqbudg@cisa.dhs.gov).

SIN 518210C Cloud Computing and Cloud Related IT Professional Services

518210C Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud computing 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 cloud related IT professional labor categories and/or fixed-price professional services solutions (e.g., migration services) 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 are within scope of this SIN.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DB10
Maximum Order : $500,000

NAICS

Number	Description	Business Size
518210	Data Processing, Hosting, and Related Services	$40 million

Instructions:
Additional SIN Description: This SIN provides access to cloud (*e.g.*, IaaS, PaaS, SaaS) computing services across public, community, and hybrid deployment models. Cloud computing services shall comply with National Institute of Standards and Technology (NIST) Definition of Cloud Computing Essential Characteristics (NIST SP 800-145). Cloud computing that does not meet all NIST essential characteristics are outside the scope of this SIN and shall be assigned to other SINs, where applicable.

Cloud related IT professional labor categories are within scope of this SIN. Cloud related IT professional labor categories are not subject to adherence to the NIST definition of cloud computing; therefore, no technical response is required for a labor proposal. Non-professional labor categories subject to Service Contract Labor Standards (SCLS) (*e.g.*, IT help desk support) that are incidental to and used solely to support specific Cloud related IT professional labor categories and/or fixed-price professional services solutions must be offered under a different SIN that specifically covers the proposed services.

Ancillary products and services are not within scope of this SIN. Any items that are not within the scope of this SIN must be offered under a SIN that specifically covers the proposed services.

The following are out of scope for this SIN: cloud “token,” “gift card,” “credit,” or other similar types of prepaid offerings:

1.) Cloud computing services (e.g., IaaS, PaaS, SaaS) are sometimes offered commercially as a cloud “token,” “gift card,” “credit,” or require purchase of a prepaid offering; these are out of scope for this SIN. The pricing model for these items do not accurately represent the stock-keeping units (SKU) that are awarded at the task-order level. Therefore, nonsubmission of pricing of underlying IaaS, PaaS, SaaS SKUs is not allowed.

2.) Credits for cloud computing services (e.g., IaaS, PaaS, SaaS) that are paid for in advance and spent or used at a later time are commonly termed commercially as a cloud “token,” “gift card,” or “credit”, and are out of scope for SIN 518210C. Cloud computing services (e.g., IaaS, PaaS, SaaS) must be paid for in arrears in accordance with 31 U.S.C. 3324.

3.) Also out of scope is any payment for cloud computing services which carry a risk to the Government of a “use or lose” situation where a Government cloud account may forfeit unexpended credits/deposits towards future cloud computing services charges at the end of a vendor-defined period (e.g., 1, 2 or 3 years). Therefore, pre-payment of products or services prior to

delivery of SKUs is not allowed. Payment for these SKUs must be in arrears.

Physical hardware, non-cloud software per the NIST definition, and other artifacts acquired to support the physical construction of a private or other cloud are not within the scope of this SIN.

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

a) All offerings must be billed as follows:

i) Cloud computing services (*e.g.*, IaaS, PaaS, SaaS) must adhere to the "pay as you go" pricing model and must be billed in arrears in accordance with 31 U.S.C. 3324.

ii) Cloud related IT professional services, specific cloud labor categories and/or fixed-price professional services solutions must also be billed in arrears in accordance with 31 U.S.C. 3324.

b) Offerors shall follow instructions and guidance for cloud computing services available at http://www.gsa.gov/mascategoryrequirements

c) Offerors may propose:

i) Cloud computing services only (e.g., IaaS, PaaS, SaaS);

ii) Cloud related IT professional services and/or fixed-price professional services solutions that are not subject to NIST standards only; or

iii) Cloud computing services (*e.g.*, IaaS, PaaS, SaaS) (subject to NIST standards) and cloud related IT professional services and/or fixed-price professional services solutions (not subject to NIST standards).

iv) The offeror must state which cloud computing service model(s), if any, is/are being proposed (*e.g.*, IaaS, PaaS, SaaS).

v) The offeror must state which cloud computing deployment model(s), if any, is/are being proposed (*e.g.*, public, community, and hybrid).

d) Pricing increment of offerings:

i) For all offers of IaaS/PaaS/SaaS the appropriate maximum measured increment of pricing shall be no more than one month per user, or some other equivalent discrete measurement that provides the Government with the advantage of frequent (every month or less) "pay as you go" metering cycles.

ii) Cloud For all offers of IaaS/PaaS/SaaS a pricing increment that is greater than one month may be offered under SIN 518210C only if an offer with a pricing increment of one month or less is also made for that particular item.

e) Acceptance Testing: Acceptance testing shall be performed of the systems for ordering activity approval in accordance with the approved test procedures.

f) Training

i) If training is provided in accordance with standard commercial practices, the offeror shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system.

ii) If there are separate training charges, they should be included in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

g) Information Assurance/Security Requirements: Offerors shall meet information assurance/security requirements in accordance with the ordering activity requirements.

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

i) Cloud related IT professional services may be listed on SIN 54151S - Information Technology

Professional Services. The cloud related IT professional services on this SIN (518210C) shall be cloud specific titles and descriptions. At a minimum, the word "cloud" shall appear both in the title and the description of each labor category or fixed-price professional services solutions proposed for this SIN. The relevant past performance projects must demonstrate that the cloud related IT professional services were utilized in the IaaS, PaaS, and/or SaaS environment. NOTE: Identical labor categories cannot be on both SINs 54151S and 518210C. It is recommended that cloud related IT professional services and/or fixed-price professional services solutions that are not subject to NIST standards should be offered under SIN 518210C.

j) Offerors may optionally select a single service model that best fits a proposed cloud computing offering. Only one service model may be selected per each proposed cloud computing offering. Offerors may elect to submit multiple cloud computing offerings, each with its own single service model.

k) Deployment model selection within this SIN is optional for any individual cloud computing offering. Offerings may be included without a deployment model selection so long as they comply with all the essential characteristics of cloud computing as outlined by NIST SP 800-145. The three NIST deployment models within the scope of this SIN are: Public, Community, and Hybrid.

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

m) All pricing models for cloud computing services 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.

n) Evaluation factors for cloud related IT professional services, specific cloud labor categories and/or fixed-price professional services solutions are found within this same document under Section II Instructions for all IT Offerors under 6) Relevant Project Experience Evaluation.

2) Specific Evaluation Factor for Cloud Computing Services Adherence to the NIST Essential Cloud Characteristics per NIST SP 800-145.

Within a two-page limitation for each cloud computing service (*e.g.*, IaaS, PaaS, SaaS) submitted, provide a description of how the cloud computing service meets each of the five essential cloud computing characteristics as defined in National Institute of Standards and Technology (NIST) Special Publication 800-145 and subsequent versions of this publication. This standard specifies the definition of cloud computing for use by Federal agencies. Each cloud computing service must be capable of satisfying each of the five NIST essential characteristics as follows:

- On-demand self-service
- Broad network access
- Resource pooling
- Rapid elasticity
- Measured service cloud (Pay per use, or pay as you go)

Refer to 518210C. Specific Information for Offerors available at http://www.gsa.gov/mascategoryrequirements for guidance on meeting the NIST essential characteristics. For the purposes of the cloud computing and cloud related IT professional services SIN, meeting the NIST essential characteristics is concerned primarily with whether the underlying capability of the commercial service is available, and whether or not an ordering activity actually requests or implements the capability.

3) Cloud Consumption

Offerors must identify in their GSA price List (I-FSS-600 CONTRACT PRICE LISTS) all cloud computing services that are available to be ordered on a consumption basis.

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
552.238-81	PRICE REDUCTIONS (DEC 2021) (DEVIATION) **Instructions:** This GSAR clause is prescribed and contained within Acquisition Letter MV-21-06, Supplement 1.
552.238-199	SPECIAL ORDERING PROCEDURES APPLICABLE WHEN PROCURING CLOUD COMPUTING ON A CONSUMPTION BASIS (MAR 2022) **Instructions:** This GSAR clause is prescribed and contained within Acquisition Letter MV-21-06, Supplement 1.

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
Maximum Order : $500,000

NAICS

Number	Description	Business Size
518210	Data Processing, Hosting, and Related Services	$40 million

Instructions:

For additional SIN subgroup requirements, please visit Financial Management Capabilities Framework (FMCF) website at the following link:
https://www.fiscal.treasury.gov/fmqsmo/financial-management-capability-framework.html

SIN 518210FM Subgroups:

1. Core Financial Management Solutions (Core FS) – partially pre-configured commercial financial management software suites offered in a cloud environment. Core FS offerings that are determined acceptable to meet or exceed Core FS functionality scope and Financial Management Capability Framework (FMCF) standards and that can accommodate agency-specific business needs.
Items within scope of this subgroup: cloud computing services.

2. Additional Financial Management (FM) Solutions - business capabilities that augment those provided by the Core FS Baseline Solution and have a correlation to Federal Financial Management (FFM) functions or activities. Includes cost management solutions, reporting tools, business information exchange (BIE) solutions, FM business analytics and intelligence.
Items within scope of this subgroup: products and professional services/labor categories.

3. Financial Management (FM) Service/Solution Adoption and Transition Services – services to help agencies in identifying, selecting, acquiring, migrating to, and using FM QSMO Marketplace offerings effectively and efficiently. These services may also be needed when extensive or complex FM solution/service changes are released, or significant functionality is removed. Includes strategy and planning, FM data conversion and migration, IV&V, readiness assessments, integration support, project management, and FM solution/service testing.
Items within scope of this subgroup: products and professional services/labor categories.

4. Financial Management (FM) Technology Operations Support Services – support and assist with technology implementation and operations. Includes FM technology development, testing, implementation, operations, and maintenance support, information exchanges between FM solutions and

services and agency mission systems, service desk, related ancillary training, and support for legacy core financial systems.
Items within scope of this subgroup: products, training and professional services/labor categories.

The following are out of scope for this SIN: cloud "token," "gift card," "credit," or other similar types of prepaid offerings:

1. Cloud computing services (e.g., IaaS, PaaS, SaaS) are sometimes offered commercially as a cloud "token," "gift card," "credit," or require purchase of a prepaid offering; these are out of scope for this SIN. The pricing model for these items do not accurately represent the stock-keeping units (SKU) that are awarded at the task-order level. Therefore, nonsubmission of pricing of underlying IaaS, PaaS, SaaS SKUs is not allowed.

2. Credits for cloud computing services (e.g., IaaS, PaaS, SaaS) that are paid for in advance and spent or used at a later time are commonly termed commercially as a cloud "token," "gift card," or "credit", and are out of scope for SIN 518210C. Cloud computing services (e.g., IaaS, PaaS, SaaS) must be paid for in arrears in accordance with 31 U.S.C. 3324.

3. Also out of scope is any payment for cloud computing services which carry a risk to the Government of a "use or lose" situation where a Government cloud account may forfeit unexpended credits/deposits towards future cloud computing services charges at the end of a vendor-defined period (*e.g.*, 1, 2 or 3 years). Therefore, pre-payment of products or services prior to delivery of SKUs is not allowed. Payment for these SKUs must be in arrears.

1) Specific Instructions for SIN 518210FM:

a) All offerings must be billed as follows:

i) Cloud computing services (e.g., IaaS, PaaS, SaaS) must adhere to the "pay as you go" pricing model and must be billed in arrears in accordance with 31 U.S.C. 3324.

ii) Cloud related IT professional services, specific cloud labor categories and/or fixed-price professional services solutions must also be billed in arrears in accordance with 31 U.S.C. 3324.

b) Offerings under SIN 518210FM shall be in accordance with the following standards, as applicable based on offering type and components:

- FMCF Standards and Capabilities
    - Federal Integrated Business Framework (FIBF) FFM Functions and Activities
    - FIBF FFM Business Use Cases
    - FIBF FFM Business Capabilities - Federal Financial Management System Requirements (FFMSRs)
    - FIBF FFM Business Data Elements
    - Core FS Pre-Built Business Reports
    - Core FS Pre-Built Business Information Exchanges (BIEs)
    - FM Technology Design and Operation Capabilities
    - FM Solution-Service Evaluation Criteria
    - FM Provider Service Measures

The most current versions of FMCF Standards are available at
https://www.fiscal.treasury.gov/fmqsmo/financial-management-capability-framework.html

2) Additional submission and evaluation requirements

a) All submissions for SIN 518210FM must include a cover letter that identifies the SIN subgroups that are being proposed, the required technical evaluation form (Technical Narrative Response Template), the required Solution/Service Definition Template available at
http://www.gsa.gov/masscopeandtemplates, and the required price proposal template. The Core FS Pre-Built BIE Response Template is only required for Core Financial Management Solutions (Core FS)

subgroup, which is available at http://www.gsa.gov/masscopeandtemplates.

i) Cloud computing services (e.g., IaaS, PaaS, SaaS) must adhere to the "pay as you go" pricing model and must be billed in arrears in accordance with 31 U.S.C. 3324.

b) All SIN subgroups will be subject to acceptable/unacceptable technical evaluation that will be performed by the FM QSMO Project Management Office (PMO).

c) Core Financial Management Solutions (Core FS) subgroup: submission and evaluation requirements

i) Written/narrative technical evaluation is required for all offerings under SIN 518210FM.

ii) A sandbox/capabilities demonstration is required. The structure of the sandbox/capabilities demonstration will have a not-to-exceed consecutive eight (8) hour time limit. If offerors/contractors can demonstrate all capabilities in a shorter period of time, the sandbox demonstration will conclude then. FM QSMO PMO will coordinate the scheduling for each vendor's demonstration.

iii) For the required technical evaluation form (Technical Narrative Response Template) and the required Core FS Pre-Built BIE Response Template, please visit www.gsa.gov/masscopeandtemplates.

iv) A Target completion timeframe for evaluation of Core FS (including sandbox/capabilities demonstration) is 60 business days.

v) Addition of Core FS subgroup to awarded SIN 518210FM will require written/narrative technical evaluation and sandbox demonstration.

vi) Addition of new items to the awarded Core FS subgroup will require written/narrative technical evaluation and sandbox demonstration.

d) Additional Financial Management (FM) Solutions subgroup: submission and evaluation requirements

i) Written/narrative technical evaluation is required for all offerings under SIN 518210FM.

ii) For the required technical evaluation form (Technical Narrative Response Template), please visit www.gsa.gov/masscopeandtemplates.

iii) Target completion timeframes for evaluation of Additional Financial Management (FM) Solutions is 20 business days for service-only offerings and 40 business days for service offerings that include technology or other technology offerings.

iv) Addition of Additional FM Solutions subgroup to awarded SIN 518210FM will require written/narrative technical evaluation and sandbox demonstration.

v) Addition of new items to the Additional FM Solutions subgroup will require written/narrative technical evaluation and sandbox demonstration.

e) Financial Management (FM) Service/Solution Adoption and Transition Services subgroup: submission and evaluation requirements

i) Written/narrative technical evaluation is required for all offerings under SIN 518210FM.

ii) For the required technical evaluation form (Technical Narrative Response Template), please visit www.gsa.gov/masscopeandtemplates.

iii) Target completion timeframes for evaluation of FM Service/Solution Adoption and Transition Services is 20 business days for service-only offerings and 40 business days for service offerings that include technology or other technology offerings.

iv) Addition of FM Service/Solution Adoption and Transition Services to awarded SIN 518210FM will require written/narrative technical evaluation and sandbox demonstration.

v) Addition of new items to the FM Service/Solution Adoption and Transition Services subgroup will require written/narrative technical evaluation.

f) Financial Management (FM) Technology Operations Support Services subgroup: submission and evaluation requirements

i) Written/narrative technical evaluation is required for all offerings under SIN 518210FM.

ii) For the required technical evaluation form (Technical Narrative Response Template), please visit www.gsa.gov/masscopeandtemplates.

iii) Target completion timeframes for evaluation of FM Technology Operations Support Services is 20 business days for service-only offerings and 40 business days for service offerings that include technology or other technology offerings.

iv) Addition of FM Technology Operations Support Services to awarded SIN 518210FM will require written/narrative technical evaluation and sandbox demonstration.

v) Addition of new items to FM Technology Operations Support Services subgroup will require written/narrative technical evaluation.

3) SIN Subgroups: Offerors may request to be placed in any of the SIN Subgroups. Being awarded specific subgroups is dependent on passing the technical evaluation for both offers and modifications. The government will validate which of the following 4 SIN subgroups apply:

1. Core Financial Management Solutions (Core FS)
2. Additional Financial Management (FM) Solutions
3. Financial Management (FM) Service/Solution Adoption and Transition Services
4. Financial Management (FM) Technology Operations Support Services

a) Following award notification for one or more of the 4 SIN subgroups, awarded contractors may select the corresponding subgroups by following the instructions below:

i) Login to eBuy
ii) From the top menu, select “Profile”
iii) Click "Modify Subgroups"
iv) Select the applicable subgroups according to the instructions
i) All contractor selections will be monitored by the FM QSMO PMO for compliance and action will be taken against your contract if you select subgroups that have not been awarded under your contract.

SIN 541370GEO Earth Observation Solutions

541370GEO 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, analysis, as a service, change detection, human geography, observation as a service, 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

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DG11
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
541370	Surveying and Mapping (except Geophysical) Services	$19 million

Instructions:
Additional SIN Description: Includes direct-downlink and delivery services including ground and mobile ground terminals, direct access service, direct to cell phones, ships, and aircraft. Provides solutions based on commercially available dedicated, shared, or on-demand satellite resources and associated terrestrial components and/or airborne constellation/platforms including Unmanned Aerial Systems (UAS). This includes, but not limited to, ground, satellite-based or airborne communications, sensor data, imagery and

geospatial collected or derived services and/or products. Sensor data includes electro-optical; synthetic aperture radar; Hyperspectral; LiDAR, geomagnetic field; gravity field, thermal, sonar, and all other current and emerging technologies.

Includes remote sensing and analytic software products, software applications, software data management and analysis, and cloud applications. The full range of end-to-end data services are in the scope of this SIN to include, but not limited to, advanced data analytics, crowdsourcing, change detection, alert notification, machine learning, and emerging technologies and solutions.

IT Professional Services are included in this SIN.

1) Specific Instructions for SIN 541370GEO - Earth Observation Solutions

a) Offerings shall comply with cited Department of Defense (DoD) standards, Intelligence Community (IC) standards, Open Geospatial Consortium (OGC) standards (http://www.opengeospatial.org/standards), and other standards such as https://nationalmap.gov/standards as specified by the ordering activity.

b) Information Assurance/Security Requirements

i) Offerors shall meet information assurance and security requirements in accordance with the ordering activity requirements.

ii) Offerors shall be capable of meeting at least the minimum security requirements assigned against a low-impact information system.

c) Technical Support:

i) Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available shall be available during specified hours.

ii) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central, Mountain or Pacific time.

d) All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

SIN 541519ICAM Identity, Credentialing and Access Management (ICAM)

541519ICAM Managed service offerings for electronic credentials (assurance levels IAL, AAL, and FAL), identity and access management, authentication, and identity and access management professional services.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DJ01
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	$34 million

Instructions:
Additional SIN Description: IT Professional Services are included in this SIN.

1) Specific Instructions for SIN 541519ICAM - Identity, Credentialing and Access Management (ICAM)

a) Description Of Authentication Products, Services And Pricing

i) Offerors shall provide a description of each type of Authentication Product and Service offered.

ii) Authentication Products and Services shall be offered in accordance with standard commercial practice.

iii) Pricing for all Authentication Products and Services shall be in accordance with standard commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

b) All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

SIN 541519PIV Homeland Security Presidential Directive 12 Product and Service Components

541519PIV PIV products and PIV services to implement the requirements of HSPD-12, FIPS-201 and associated NIST special publications. Implementation components specified under this SIN are: * PIV enrollment and registration services, * PIV systems infrastructure, * PIV card management and production services, * PIV card finalization services, * Logical access control products and services, * PIV system integration services. Installation services and FIPS 201 compliant PACS (Physical Access Control System) products.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DJ01
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	$34 million

Instructions:
Additional SIN Description: Implementation components specified under this SIN are:

- **o** PIV enrollment and registration services,
- **o** PIV systems infrastructure,
- **o** PIV card management and production services,
- **o** PIV card finalization services,
- **o** Logical access control products and services,
- **o** PIV system integration services. Installation services, and
- **o** FIPS 201 compliant PACS (Physical Access Control System) products.

The Approved Products List can be accessed at idmanagement.gov. Use the search bar to find the Approved Products List.

HSPD-12 Product and Service components facilitate trusted physical and electronic access to government facilities and networks using smart card technology. Personal Identity Verification (PIV) Credentials and Services are a key enabler of identity assurance for access control and protect Federal facilities and information systems from unauthorized access, interception, and tampering.

i) Specific Instructions for SIN 541519PIV - Homeland Security Presidential Directive 12 Product and Service Components

a) Description Of Authentication Products, Services And Pricing

i) Offerors shall provide a description of each type of Authentication Product and Service offered.

ii) Authentication Products and Services shall be offered in accordance with standard commercial practice.

iii) Pricing for all Authentication Products and Services shall be in accordance with standard commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

iv) HSPD-12 Product and Service Components:

A) Bundled equipment pricing is requested for the following product components:

o enrollment and registration products,

o PIV card management and production products,

o PIV card activation and

o finalization products.

B) Seat pricing is requested for the following service components offered as managed services:

o enrollment and registration services,

o PIV card management and production services,

o PIV card activation and

o finalization services.

C) Bundled equipment categories, managed service categories and the requirements for bundled equipment and managed service Qualification Requirements are presented at the website: http://www.idmanagement.gov

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

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
552.238-109	AUTHENTICATION SUPPLIES AND SERVICES (MAY 2019)

SIN 541519PKI Public Key Infrastructure (PKI) Shared Service Providers (PKI SSP) Program

541519PKI PKI SSPs shall provide reliable, authenticated, policy-compliant service offerings to support Federally issued Personal Identity Verification (PIV), Personal Identity Verification Interoperable (PIV-I), and associated certificates and cryptographic key service offerings. In accordance with 40 U.S.C. Federal and State agencies and Tribal organizations can leverage these service offerings to allow authorized personnel physical access to facilities and logical access to networks in accordance with X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DJ10
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	$34 million

Instructions:
Additional SIN Description: Policy for the U.S. Federal PKI Common Policy Framework. Digital Certificate Service Providers whose services are deemed to be compliant will be eligible to participate in the PKI SSP

program.

The PKI SSP Program enables secure communication and access for government organizations to securely communicate with external partners and comply with key

cybersecurity mandates, directives, and policies. PKI SSPs shall provide reliable, authenticated, policy-compliant service offerings to support Federally issued Personal Identity Verification (PIV), Personal Identity Verification Interoperable (PIV-I), and associated certificates and cryptographic key service offerings. Agencies can leverage these service offerings to allow authorized personnel physical access to facilities and logical access to networks. PKI SSPs may only procure X.509 digital certificates and managed PKI services that meet the requirements established in FIPS 201. Offeror shall submit the following:

o A Certification Authority (CA) capable of issuing digital certificates and Certificate

o Revocation Lists (CRLs) compliant with COMMON;

o A publicly accessible repository capable of hosting certificate validation artifacts (e.g., CA certificates and CRLs for retrieval);

o Key management services such as private key escrow and recovery (to include third-party key recovery); and

o Online Certificate Status Protocol (OCSP) validation services.

NOTE: Federal agencies are advised that any authentication products they procure in order to facilitate access to Federal resources by external partners must meet the requirements of the E-Authentication Guidance for Federal Agencies for the level of assurance identified for the identified Federal resources.

1) Specific Instructions for SIN 541519PKI - Public Key Infrastructure (PKI) Shared Service Providers (PKI SSP) Program

a) Offerors shall comply with the Federal Public Key Infrastructure (FPKI) Policies to include: X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework (FCPF), hereafter referenced as COMMON and its associated change proposals, Key Recovery Policy, U.S. Federal Certificate Profiles: X.509 Certificate and Certificate Revocation List (CRL) Extensions Profile for the Shared Service Providers (SSP) Program, and the Memorandum of Agreements (MOAs) established between the FPKI Policy Authority (FPKIPA) and the Offeror. In addition, any certificates, associated certificates, and public key pairs issued to the ordering activity will be owned by the government. In addition, the offeror shall be responsible for:

i) Obtaining an Approval to Operate (ATO) declaration through GSA’s formal program for information security management before rendering PKI solutions, as well as staying in compliance with FISMA and GSA requirements for protecting GSA IT resources.

ii) Providing written notification to the ordering activity about the intent to change the business relationship in a timely manner so as not to disrupt any PKI services.

iii) Providing a transition plan that includes all activities from transferring a PKI solution to resolution of impacts on end users and the delivery environment. The depth of a transition plan should be appropriate for the type of transition and the criticality of the PKI components going through transition. At a minimum, the activities in the transition plan must be compliant with the COMMON and address the following:

A) The coordination and scheduling of transferring system archives, system inventory and configuration data, certificate profiles, key recovery databases (if applicable), private keys, key shares, audit records, hardware security modules, certificate and certificate revocation list (CRL) databases, and all policy and security documents applicable to the operations of the PKI solution.

B) The estimated costs for terminating, transferring, selling, or disposing a PKI solution must be shared if direct or indirect expenses will be transferred to the new approved PKI solution and/or the impacted customer.

C) The continued services for all certificates and certificate revocation and status checking until the expiration of the longest-lived certificate or transference of the control for the DNS Names in URLs for these services.

D) The continued support to collect and review system audit logs for the PKI solution.

E) The continued support required to obtain and provide annual PKI compliance audits until revocation of all issued certificates or the expiration of the longest-lived issued certificate.

iv) If the offeror is unable to abide by the Federal laws, ordinances, regulations, policies, and/or agreements established with the FPKIPA, payment may be withheld by the ordering activity until them can be met. During this time the ordering activity may decide to accept the level of risk and require the offeror to continue providing PKI services so ordering activities can conduct day to day business and critical mission operations are not affected.

b) Description Of Authentication Products, Services And Pricing

i) Offerors shall provide a description of the PKI solution offered.

ii) PKI solutions shall be offered in accordance with standard commercial practice.

iii) Pricing shall be provided for the following shared infrastructure solution offered by the Contractor (does not include stand-alone IT Professional Services):

A) A Certification Authority (CA) capable of issuing digital certificates and Certificate Revocation Lists (CRLs) compliant with COMMON;

B) A publicly accessible repository capable of hosting certificate validation artifacts (e.g., CA certificates and CRLs for retrieval);

C) Key management services such as private key escrow and recovery (to include third-party key recovery); and

D) Online Certificate Status Protocol (OCSP) validation services.

iv) If the following optional PKI components are required to operationalize the shared infrastructure solution, they may be offered on this SIN in conjunction with the above shared infrastructure solution:

A) A Registration Authority (RA) responsible for certificate issuance (to include identity proofing) and management in accordance with a Registration Practice Statement (RPS) compliant with COMMON.

B) A Card Management System (CMS) for the issuance and management of PIV credentials.

C) A Credential Management System for the issuance and management of Derived-PIV credentials.

SIN 561422 Automated Contact Center Solutions (ACCS)

561422 Automated Contact Center Solution (ACCS) is defined as any offering utilized to establish and maintain contact center capabilities for an agency. The offering may consist of one or more of the following: products, equipment, software, labor and/or services. Permissible offerings under this SIN may include any technologies or services required to deliver and support an ACCS for an agency, including 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

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DA01
Maximum Order : $500,000

NAICS

Number	Description	Business Size

561422	Telemarketing Bureaus and Other contact Centers	$25.5 million

Instructions:
Additional SIN Description: Automated services 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.).

IT Professional Services are included in this SIN.

Ancillary supplies and/or services shall neither be the primary purpose nor the preponderance of the work ordered, but be an integral part of the total solution offered.

1.) Specific Instructions for SIN 561422 - Automated Contact Center Solutions (ACCS)

a.) Transition Of Contact Center Services

i.) The time period required to transition from an ordering activity's existing contact center solution and requirements to new requirements (as defined in the task order), and shall be in accordance with the ordering activity's task order.

ii.) Transition shall begin at Notice-To-Proceed and continue for a period as specified in the task order. During the transition period, the Contractor shall work with the ordering activity to develop a sound project implementation plan and to perform all preparatory work to establish one or more fully functional multi-channel contact centers in support of the task.

iii.) The Government will transfer business and procedural data, including appropriate training material, to the Contractor, and work with the Contractor to establish appropriate system feeds.

iv.) The transition period will provide the Contractor with the opportunity to prepare and staff its contact center; develop the support of the knowledge base and scripts for automated response in support of the project; establish a fully functional contact center to handle the expected work volume; and complete all transition related activities to migrate the service to the new center.

v.) Based on the Contractor's ability and expert advice on transitioning the work volume, the ordering activity reserves the right to coordinate with the Contractor to achieve a staffing plan that minimizes disruption of the existing services and seamlessly transitions the customer base and work volumes to the new center.

b.) All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

F06. IT Training Subcategory

SIN 611420 Information Technology Training

611420 Includes training on hardware, software, cloud, and other applicable systems.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : U012
Maximum Order : $250,000

NAICS

Number	Description	Business Size
611420	Computer Training	$16 million

Instructions:

1) Specific Instructions for SIN 611420 – Information Technology Training

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

b) Offerors shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of the IT Category.

c) Cancellation and Rescheduling

i) The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

ii) In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

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

iv) In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

d) Follow-Up Support

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

e) Format And Content Of Training

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

ii) If applicable, for hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

iii) Offerors shall provide each student with a Certificate of Training at the completion of each training course.

iv) Offerors shall provide the following information for each training course offered:

A) course title,

B) a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

C) length of the course;

D) mandatory and desirable prerequisites for student enrollment;

E) minimum and maximum number of students per class;

F) locations where the course is offered;

G) class schedules; and

H) price (per student, per class (if applicable)).

v) For courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. The Industrial Funding Fee does NOT apply to travel and per diem charges.

vi) For Online Training Courses, a copy of all training material must be available for electronic download by the students.

f) "No Charge" Training

g) Offerors shall describe any training provided with equipment and/or software provided under this contract, free of charge as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

h) If other than the manufacturer, submit proof of authorization to provide training course(s) for manufacturer's software and/or hardware products.

F07. Telecommunications Subcategory

Instructions:

Continuous Diagnostics and Mitigation (CDM) Approved Products

GSA has partnered with the Cybersecurity and Infrastructure Security Agency (CISA) to showcase CISA approved CDM tools. The CISA CDM Program's Approved Products List (APL) is the authoritative catalog for all approved CDM Tools and associated services. CDM APL Tools will carry the CDM tools symbol. The full complement of CDM subcategories includes tools, associated maintenance, and other related activities such as training. The CDM products and associated services undergo a DHS CISA product qualification process in order to be added to the CDM Approved Products List (APL). The APL features high-quality cybersecurity vendors offering products and related services to Federal, State, and Local Governments. CISA only accepts submissions to modify the CDM APL monthly. Offerors can submit updates to the APL on the first Monday of the first full or partial week of the month, with submissions being accepted through Friday of that week. A full submission calendar can be found on the CISA website. For technical and CDM APL related questions, please contact the CISA CDM Program Office at (csd_cb.acqbudg@cisa.dhs.gov).

SIN 517312 Wireless Mobility Solutions

517312 Wireless Mobility Solutions, including but not limited to, Wireless Carriers Services, Telecommunication Resellers, Other Mobility End-Point Infrastructure - Mobility infrastructure, Mobility-as-a-Service, Enterprise Mobility Management, Mobile Backend-as-a-Service, Telecom Expense Management, Mobile Application Vetting, Mobile Threat Protection, Mobile Identity Management, Internet of Things (IoT), and Other/Mobile Services.

All Nationwide Business Plans under this contract may include "no-cost" Service Enabling Devices (SEDs) (including, but not limited to, cell phones and shall be offered to the general public at "no-cost") and bundling the SEDs with cellular service. The SEDs are offered on an "as available" basis and may or may not be domestic end products or end products of a designated country. The "no-cost" SEDs are not available through this contract apart from ordering cellular service.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing:	Yes
Set Aside:	No
FSC/PSC Code :	DE11
Maximum Order :	$500,000

NAICS

Number	Description	Business Size
517112	WIRELESS TELECOMMUNICATIONS CARRIERS (EXCEPT SATELLITE)	1500 employees

Instructions:

****Best-in-Class (BIC) Designation****

Additional SIN Description: Includes a variety of services that address the mobility needs of government agencies. The following sub-categories associated with the Wireless & Mobile Services include but are not limited to:

1. Wireless Carrier Services (including, but not limited to, Wireless TelecommunicationsCarriers and Telecommunication Resellers of Wireless Services) which support mobile communications in CONUS and OCONUS locations

a. Voice Service plans and Features that enable mobile voice communications such as Voicemail, Three-way calling, etc.

b. Data Service plans and Features that provide connectivity and communications for data-capable mobile devices.

c. Service Enabling Devices (SEDs) mobile devices bundled with voice and data service plans which are included at no cost to the ordering entity.

d. Wireless infrastructure components (which do not include a service plan or features but may include labor) offered under a monthly lease arrangement or recurring charge to ordering entities.

2. Other Mobility End-Point Infrastructure - Mobility infrastructure

Includes mobile infrastructure equipment for implementing mobile solutions or enhancing wireless communications. Also includes user interfaces and miscellaneous hardware included with a mobile solution(s) or service.

3. Mobility-as-a-Service (MaaS)

A subscription-based, mobile management service suite enabling mobile endpoints , including SEDs to be managed, and utilized as a service. In this context a mobile endpoint is a user interface that requires wireless connectivity to communicate with an enterprise or carrier network. The service provider retains asset ownership of the endpoint(s) and provides service regarding asset issuance, endpoint performance management, service plan management, that mobility management software, and support services into a full solution that minimizes prior device-centric costs and operations. MaaS includes end-to-end management with respect to:

a. Planning and Management of Agency MaaS Needs and Solutions

b. Provisioning, Kitting, and Delivery

c. Enterprise Mobility Management and SED Refresh

d. Ongoing Helpdesk Support

e. Logistics for end-of-life disposal / recycling

4. Enterprise Mobility Management (EMM)

Is a collective set of tools, software, and service capabilities required for the provision, management, security, and control of mobile device functionality, its applications, features and content that are delivered to government (or contractor) owned or employee owned (BYOD) mobile devices. The three main EMM areas include mobile device management (MDM), mobile application management (MAM), and mobility content management (MCM).

5. Mobile Backend-as-a-Service (MBaaS)

Represents mobile application delivery solutions that provide mobile application developers with a platform, tools, and libraries to develop, integrate, test and publish their applications to backend cloud storage and processing resources while also providing common features such as user management, push notifications, social networking integration, and other features demanded by mobile users.

6. Telecom Expense Management Services (TEMS)

Enterprise solutions which support the full lifecycle management of mobility and telecommunications assets. TEMs functions include cataloging, ordering, deployment,workflow management, inventory control, invoicing, disposition, and reporting of an enterprise's mobility resources. TEMS providers may offer standalone solutions and other support services, such as data and system integration services, to implement and maintain their solution.

7. Mobile Application Vetting

Application Vetting or "app" vetting (also referred to as app threat intelligence or threat protection services) refers to software, processes, and tools required to test, validate, and verify mobile apps against a baseline of security, privacy, and organization-specific requirements and policies. Vendors may provide on premise, cloud-based, or outsourced app vetting solutions that run static and/or dynamic analysis tests and reporting on apps to detect security vulnerabilities and malicious or privacy violating behaviors.

8. Mobile Threat Protection (MTP)

MTP is a component of a layered Mobile Endpoint Protection Strategy that covers the major areas not addressed by EMM/MDM or App Vetting. MTP solutions monitor the mobile device in real-time to identify mobile threats that may compromise the device, mobile applications, or data residing on the device. MTP integrates with an EMM system deployed on devices resulting in remediation or quarantining of the threat. The MTP solution evaluates an application threat and compliance against a set of pre-defined agency policies based upon acceptable risks, it validates operating system (OS) integrity against any compromise, it detects network threats such as MITM (Man-in-the-Middle) attacks and will detect device configuration risks.

9. Mobile Identity Management (MIM)

MIM is the secure integration of the attributes that unerringly identify a person in the physical and online environments, within the mobile device. MIM is a set of complementary products and solutions that issue and maintain certificates, which may include Derived PIV Credential (DPC) usage. A valid PIV card is required to issue a DPC. Once issued, credentials on a mobile device will support:

a. Wifi authentication

b. Virtual Private Networking

c. User authentication to Commercial off the Shelf (COTS), Software-as-a-Service (SaaS), and other applications and services

d. Data in Transit

e. Data Encryption

f. Signing of individual documents and records

10. Internet of Things (IoT)

Internet of Things (IoT) service providers engage with those who design, develop, operate or maintain an infrastructure of networked components comprised of computing resources, digital sensors, actuators, and human interfaces that are combined into systems to achieve specific goal(s).

11. Other/Mobile Services

Wireless communication services not commonly used across agency enterprises due to unique usage, features, niche application or legacy technology requirements. Examples include paging, short term rental/disposable endpoint component, and satellite-only communications providers.

Considerations for Wireless Carrier Services:

Telecommunications network service is one of several services excluded from the World Trade Organization (WTO) Government Procurement Agreement and the other Free Trade Agreement executed by the United States Government. See FAR 25.401(b). The wireless service offered under this contract has been determined by the GSA Schedule contracting officer to be CONUS and OCONUS in origin. See FAR 25.402(a)(2).

Wireless service plans offered may include no-cost Service Enabling Devices (SEDs) bundled together and offered to the ordering government agency for a monthly recurring charge (MRC). A SED is a unit of, or directly associated with, contractor-provided and contractor-owned equipment used to meet the interface requirements for an individual service. A SED may also be a unit of, or directly associated with, contractor-provided and contractor-owned equipment or software used to enable the requirements associated with the services. A SED shall be provided only as needed to deliver a service that is acquired under an order. The SEDs are offered on an as available basis and may or may not be domestic end products or end products of a designated country. As mobile wireless service is excluded from TAA coverage, GSA has used the group offer analysis provided by FAR 25.503(c)(1) to determine that for the bundled wireless service with a SED, the value of the domestic end product exceeds 50 percent of the total proposed price of the group, therefore the bundled cellular service and SED group offer is evaluated as domestic and eligible for award. The SEDs are not available through this contract apart from ordering the services under this SIN.

a) Specific Instructions for SIN 517312 - Wireless Mobility Solutions

a) Acceptance Testing: Acceptance testing shall be performed of the systems for ordering activity approval in accordance with the approved test procedures.

b) Equipment: Offerors shall make available cellular voice and data SEDs. The devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract. Offerors shall provide programming of any cellular telephone device, including offeror-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Offeror.

c) Management & Operations - Pricing: In accordance with standard commercial practice, the offeror shall provide installation, operation, maintenance, and engineering interface training on the system.

d) Contract Level Program Reporting Requirement: In accordance with standard commercial practice, the offeror may provide a monthly/quarterly summary ordering activity report.

Enhanced Reporting Requirement for services under subcategory ONE (1) - WIRELESS CARRIER SERVICES - The Agency Billing Summary Report (ABSR) data reporting requirement will be achieved via a bilateral modification.

The Enhanced Reporting requirement described herein is specific to SIN 517312 - Wireless Mobility Solutions and is in addition to and not in lieu of the https://srp.fas.gsa.gov/ reporting procedures. SIN 517312 - Wireless Mobility Solutions requires the following mandatory reporting requirements in order for GSA to maintain OMB’s “Best-in-Class” (BIC) designation in Federal contract https://srp.fas.gsa.gov/s for Wireless Services. The BIC designation was achieved for the FSSI Program, in large part, due to the ability to gather and improve the Agency Summary Billing Report (ASBR) data reporting from FSSI Wireless (FSSI-W) contractors. Cooperation with the major carriers over the past three years has enabled GSA to improve the timeliness and quality https://srp.fas.gsa.gov/ of reporting, but also reduce burden to industry by automating various processes.

Offerors providing ABSR reporting for Wireless Carrier Services will be required to submit reporting in accordance with the following data elements. As practiced through the current FSSI-W program, vendors will submit their ABSR reports through the existing GSA TSC Reporting Portal (https://tscportal.fas.gsa.gov/#/login).

- **o** Account Name
- **o** Account Number
- **o** CLIN
- **o** Item Description
- **o** Quantity of Units
- **o** Unit Price
- **o** Billed Monthly Recurring Charge
- **o** Prorated MRC (Y/N)
- **o** Usage Non Recurring Charge (NRC)
- **o** Non-Usage NRC

- **o** Adjustments/Credits
- **o** Taxes/Surcharges
- **o** Agency Fee
- **o** Subtotal
- **o** Account Total
- **o** Post Billing Charge ($)
- **o** Task Order > $150k (Y/N)
- **o** Comments

All offerors shall be expected to report their Total Invoice Amounts for each Fiscal Year Quarter. Furthermore, offerors shall report sales results specifying the subcategory or the sub-categories of Wireless Carrier Services, Telecom Expense Management, Enterprise Mobility Management, Mobility Identity Management, Mobile Threat Protection, and Mobility-as-a-Service. Offerors shall report the estimated number of units sold in conjunction with their Total Invoiced Amount.

The following table summarizes the reporting requirements required by the program for each mobile services subcategory:

Mobile Services Category	System	Data Element #1	Data Element #2	Measurement for Data Element #2
Wireless Carrier Services	FAS Sales Reporting Portal	Total $ Amount Invoiced	Total Estimated Units under Invoice	#Service lines, mobile devices
	Carrier Billing System and Direct to Agency	Monthly ABSR Reporting Rules through Mobility RFQ Generator and FSSI-Wireless BPAs extending through 5/13/2023.		
Other Mobility End-Point Infrastructure	FAS Sales Reporting Portal	Total $ Amount Invoiced	Units Under Management	# Units of equipment or devices
Telecom Expense Management	FAS Sales Reporting Portal	Total $ Amount Invoiced	Units Under Management	#Devices, licenses, other mobile assets in inventory
Enterprise Mobility Management	FAS Sales Reporting Portal	Total $ Amount Invoiced	Estimated Units Being Invoiced	#Licenses
Mobility Identity Management	FAS Sales Reporting Portal	Total $ Amount Invoiced	Estimated Units/Licenses Covered Under Invoice	#Licenses or instances to be installed
Mobile Threat Protection	FAS Sales Reporting Portal	Total $ Amount Invoiced	Estimated Units/Licenses Covered Under Invoice	#Licenses or instances to be installed
Mobility-as-a-Service	FAS Sales Reporting Portal	Total $ Amount Invoiced	Estimated Units Covered Under Invoice	# of Devices
Internet of Things	FAS Sales Reporting Portal	Total $ Amount Invoiced		
Mobile Back-end-as-a-Service	FAS Sales Reporting Portal	Total $ Amount Invoiced		
Mobile Application Vetting	FAS Sales Reporting Portal	Total $ Amount Invoiced		
Other/Mobile Services	FAS Sales Reporting Portal	Total $ Amount Invoiced		

e) Wireless Service Plans

i) The following shall be included as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

ii) Describe the wireless service plan and eligibility requirements. Including, but not limited to, service area, monthly service charge, minutes included, etc.

iii) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

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

12. SIN Subgroups: Upon completion of the technical evaluation for both offers and modifications, the government will determine which of the following 11 SIN subgroups apply to the subject offer:

1. Wireless Carrier Services

2. Mobility Infrastructure

3. Mobility-as-a-Service (MaaS)

4. Enterprise Mobility Management (EMM)

5. Mobile Backend-as-a-Service (MBaaS)

6. Telecom Expense Management (TEM)

7. Mobile Application Vetting

8. Mobile Threat Protection (MTP)

9. Mobile Identity Management

10. Internet of Things (IoT)

11. Other/Mobile Services

Following notification that they are eligible for one or more of the 5 SIN subgroups, awarded contractors may select the corresponding subgroups by following the instructions below:

1. Login to eBuy

2. From the top menu, select "Profile"

3. Click "Modify Subgroups"

4. Select the applicable subgroups according to the instructions

All contractor selections will be monitored by GSA for compliance and action will be taken against your contract if you select Subgroups that have not been awarded under your contract.

13. All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

SIN 517410 Commercial Satellite Communications Solutions (COMSATCOM)

517410 Includes but not limited to products and services, such as: leased commercially available satellite bandwidth; shared or private satellite subscription/managed services; satellite phone services; satellite terminals, phones, modems, and related equipment and services. Solutions include transponded capacity consisting of dedicated bandwidth on a commercial satellite in any frequency band. Transponded Capacity includes all services necessary to allow the customer to use the transponded capacity, including: engineering (e.g., development of link budgets, transmission plans); basic customer training (e.g., acquiring satellite signal, peak and polarization); core management and control of the transponded capacity; and required approvals. Subscription Services include but are not limited to: worldwide satellite-based Internet, voice, data, and video

services. Subscription services entail existing commercial satellite services solutions, including terminals, in any frequency band. Subscription services include the network management, monitoring, engineering, integration, and operations required to deliver the services. These solutions may include fixed and/or mobile satellite services, along with service-enabling components such as terminals, teleports, and terrestrial interfaces. Host Nation Agreements (HNAs) are separately priced when required.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DG11
Maximum Order : $500,000

NAICS

Number	Description	Business Size
517410	Satellite Telecommunications	$44 million

Instructions:
****Best-in-Class (BIC) Designation****

1) Specific Instructions for SIN 517410 - Commercial Satellite Communications Solutions (COMSATCOM)

a) *Flexibility/Optimization*: Flexibility/optimization/re-grooming allows the Offeror to redistribute resources currently used to provide COMSATCOM Services (example: space segment, network, teleport, terminal resources) or customers sharing the COMSATCOM Services resources (example: customer one with typical peak usage at 9:00 a.m. and customer two with typical peak usage at 3:30 p.m.), enabling the Ordering Activity to gain spectral, operational, and/or price efficiencies.

b) *Network Monitoring (Net Ops):* Offerors shall be capable of collecting and delivering near real-time monitoring, fault/incident/outage reporting, and information access required to ensure effective and efficient operations, performance, and availability consistent with commercial best practices. Ordering activities may propose additional terms and conditions within the requirement (example: specific predefined terms and conditions for Net Ops collection and delivery.) However, if the supplemental terms and conditions contradict the contract, the contract takes precedence.

c) *EMI/RFI Identification, Characterization, AND GEO-Location*: When the ordering activity requires Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) identification, characterization, and geo-location, the offeror shall provide a mutually agreed upon media and voice communications capability capable of protecting “Sensitive, but Unclassified” data.

d) Description of COMSATCOM Services And Pricing

i) The following shall NOT be included on the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

ii) Description of COMSATCOM Transponded Capacity and Pricing

o Proposed prices shall show Bandwidth ranges (example: 0 - 4.5 MHz, 4.5 – 9.0 MHz, etc.), unit price and region (example: North America, Africa). NOTE: If pricing is for different time periods (example: day, week, month, or year) provide that information.

o Suggestion: Use regions instead of satellite names to reduce the number of contract modifications.

o If applicable, provide at least one Worldwide Host Nation Agreement (HNA) description and ceiling price.

o If applicable, price other non-standard required licenses and agreements in the same manner as HNAs.

o Provide sufficient performance metrics for the offered COMSATCOM transponded capacity services to ensure proper delivery of service. Metrics examples: service availability (example: 97.5%, 99.5%), grade of service, minimum service levels, quality of service, time to restore service, etc.

o Indicate price inclusions and exclusions for each priced service (example: portability,

re- grooming, etc.).

o Description of services and prices shall include all services necessary to use the transponded capacity, including: limited engineering (example: development of link budgets, transmission plans); basic customer training (example: acquiring satellite signal, peak and polarization); core management and control of the transponded capacity; and required approvals (example: frequency clearances, landing rights).

iii) Description of COMSATCOM Subscription Services and Pricing

o If applicable, provide third party billing service description with a ceiling price (example: per megabyte price, per minute price).

o Describe Fixed Satellite Subscription Services by regions, bandwidth ranges, data rate ranges, per unit pricing and/or flat rate service packages, when applicable.

o Identify oversubscription rates, standard quality of service (QoS) profiles, and service availability targets.

o Describe Mobile Satellite Subscription Services in the standard commercial format (i.e., per unit pricing and/or flat rate service packages, etc.)

o If applicable, describe and price non-recurring charges (example: service activation).

o The Government reserves the right to use Government Furnished Access Point Names (APN) for remote user access into Government user networks and enclaves instead of using those provided by Offerors. Offeror should describe and separately price value added services that can be used in conjunction with Government Furnished APNs.

o Equipment provided as part of the Subscription Services is acceptable. NOTE: Equipment can be leased or purchased through the IT Equipment Subcategory SINs.

o Offeror shall provide sufficient performance metrics for the offered COMSATCOM subscription services to ensure proper delivery of service. Metrics examples: service availability, grade of service, minimum service levels, quality of service, time to restore service, etc.

o Indicate price inclusions and exclusions for each priced service (example: portability, regrooming, committed information rates (CIR), etc.).

o Description of services and prices shall include all services necessary to use the Subscription Services, including: network management, monitoring, engineering, integration, and operations required to deliver the services.

iv) Portability Examples

o Description of portability may include moving from one transponder/satellite to another, one managed service area to another, transponded capacity redeployment between beams or transponders on a single satellite, redeployment from one frequency band to another, physical relocation of a satellite to a new orbital position, re-routing of teleport services from one teleport to another predefined teleport, re-routing of traffic from one terrestrial infrastructure to another predefined infrastructure, and movement of Network Operations Center (NOC) services from one NOC to another NOC.

v) Network Monitoring (Net Ops) and Reporting

o Describe Net Ops services available for monitoring and reporting such as spectrum sweep results, transponder status, radio frequency (RF) gateway (teleport) status, network outage, degraded service, reduced data rates, packet loss, and any element of the service offering that could result in a customer service affecting condition.

o Describe the electronic formats available for information access by the Ordering Activity (example: XML, SNMP traps, etc.)

o Offeror shall establish and provide to each Ordering Activity and to customers on a requirement basis how they will communicate fault/incident/outage information to customers including toll free phone numbers, WebPages, email to distribution lists, etc.

e) Contract Level Program Reporting Requirement

i) SIN 517410 - Commercial Satellite Communications Solutions (COMSATCOM) awarded task order specific information shall be submitted on a quarterly basis.

ii) This reporting requirement is for all awards made after SIN 517410 - Commercial Satellite Communications Solutions (COMSATCOM) was added to the MAS contract. This includes BPA's without existing orders.

iii) The report template provided by GSA shall be used. A copy of the reporting template is available from the GSA Contract Specialist or contracting officer assigned to your contract.

iv) The quarterly report shall contain:

A) Vendor Information:

o Vendor Name

o Vendor Contract Number

B) Customer Information

o Agency Name Ordering Activity City

o State

o Zip Code

o Contracting Officer Name

o Contracting Officer Phone Number

o Contracting Officer Email

C) Order Information

o Date of Order Order Number

o Modification Number Requisition Number Description of Services

o Period of Performance Start Date Period of Performance End Date Total Order Value

o SIN Number: SIN 517410 - Commercial Satellite Communications Solutions (COMSATCOM)

o Line Item Description

o Quantity Sold Unit

o Unit Price Extended Price Frequency Band

o Bandwidth Capacity Data Rate

o Regional Coverage Satellite Name or Number

o MAC Requirement (Security Level I, II, or III) Private or Shared Network

o HNA Requirement (Y/N) Portability Service (Y/N) Expedited Delivery (Y/N) Commercial Teleport (Y/N)

D) The quarterly report is due NLT 15 days after the end of each FY quarter.

E) Quarterly report shall be submitted using the GSA SATCOM Report Portal. The URL and information on how to access the portal will be provided by the GSA SATCOM PMO

f) All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
552.238-110	COMMERCIAL SATELLITE COMMUNICATION (COMSATCOM) SERVICES (MAY 2019)

Full Text Regulations:

Begin Regulation

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

Begin Regulation

52.222-48 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror _____ does _____ does not certify that--

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute —

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

Begin Regulation

52.223-19 COMPLIANCE WITH ENVIRONMENTAL

MANAGEMENT SYSTEMS (MAY 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

Begin Regulation

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

Begin Regulation

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

(a) *Definitions.* As used in this clause (in accordance with 29 CFR 13.2) —

"Child", "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

"Employee" —

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employee is the equivalent of a

family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall —

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including–

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee’s occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees’ requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor’s paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees’ requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR

13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41

CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination.*

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a

contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

Begin Regulation

52.223-13 ACQUISITION OF EPEAT®–REGISTERED IMAGING EQUIPMENT (JUN 2014)

(a) *Definitions.* As used in this clause –

Imaging equipment means the following products:

(1) *Copier* — A commercially available imaging product with a sole function of the production of hard copy duplicates from graphic hard-copy originals. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as copiers or upgradeable digital copiers (UDCs).

(2) *Digital duplicator* — A commercially available imaging product that is sold in the market as a fully automated duplicator system through the method of stencil duplicating with digital reproduction functionality. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as digital duplicators.

(3) *Facsimile machine (fax machine)* — A commercially available imaging product whose primary functions are scanning hard-copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard-copy output. Electronic transmission is primarily over a public telephone system but also may be via computer network or the Internet. The product also may be capable of producing hard copy duplicates. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as fax machines.

(4) *Mailing machine* — A commercially available imaging product that serves to print postage onto mail pieces. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as mailing machines.

(5) *Multifunction device (MFD)* — A commercially available imaging product, which is a physically integrated device or a combination of functionally integrated components, that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from singlesheet convenience copying offered by fax machines. The unit is capable of being powered from a wall

outlet or from a data or network connection. This definition is intended to cover products that are marketed as MFDs or multifunction products.

(6) *Printer* — A commercially available imaging product that serves as a hardcopy output device and is capable of receiving information from single-user or networked computers, or other input devices (*e.g.*, digital cameras). The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as printers, including printers that can be upgraded into MFDs in the field.

(7) *Scanner* — A commercially available imaging product that functions as an electro-optical device for converting information into electronic images that can be stored, edited, converted, or transmitted, primarily in a personal computing environment. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as scanners.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only imaging equipment that, at the time of submission of proposals and at the time of award, was EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

Begin Regulation

52.223-14 ACQUISITION OF EPEAT®–REGISTERED TELEVISIONS (JUN 2014)

(a) *Definitions*. As used in this clause –

Television or TV means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. A TV consists of a tuner/receiver and a display encased in a single enclosure. The product usually relies upon a cathode-ray tube (CRT), liquid crystal display (LCD), plasma display, or other display technology. Televisions with computer capability (*e.g.*, computer input port) may be considered to be a TV as long as they are marketed and sold to consumers primarily as televisions.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only televisions that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

Begin Regulation

52.223-16 ACQUISITION OF EPEAT®–REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)

(a) *Definitions*. As used in this clause –

Computer means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

(1) A central processing unit (CPU) to perform operations;

(2) User input devices such as a keyboard, mouse, digitizer, or game controller; and

(3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

Computer display means a display screen and its associated electronics encased in a single housing or within the computer housing (*e.g.*, notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394–2008TM, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

Desktop computer means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

Integrated desktop computer means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

(1) A system where the computer display and computer are physically combined into a single unit; or

(2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

Notebook computer means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

Personal computer product means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

Begin Regulation

552.238-115 SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (APR 2022)

(a) Definition.

"Order-level materials", as used in this clause, means supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) of this clause are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term "material" in FAR clause 52.212-4 Alternate I, and, therefore, all provisions of FAR clause 52.212-4 Alternate I that apply to "materials" also apply to order-level materials.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract, shall not exceed 33.33%.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow the procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials–

(i) The Contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the Contractor under paragraph (i)(1)(ii)(A) of FAR clause 52.212-4 Alternate I.

(B) If the Contractor cannot obtain three quotes, the Contractor shall maintain documentation of why three quotes could not be obtained to support their determination.

(C) A Contractor with an approved purchasing system, per FAR subpart 44.3, shall instead follow its purchasing system requirement and is exempt from the requirements in paragraphs (d)(7)(i)(A) through (B) of this clause.

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per paragraph (i)(1)(ii)(D)(2) of FAR clause 52.212-4

Alternate I, the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

(9) In accordance with GSAR clause 552.238-83, *Examination of Records by GSA (Federal Supply Schedules)*, GSA has the authority to examine the Contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the Industrial Funding Fee (IFF) and the Sales Reporting clauses of the contract.

(10) Order-level materials are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts.*

(ii) 552.238-77 *Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists*.

(iii) 552.238-81 *Price Reductions.*

End of clause

Begin Regulation

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

Begin Regulation

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)

(a) Definitions.

"Electronic office equipment accessibility” means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities so as to promote productivity and provide access to work related and/or public information resources.

"Individuals with Disabilities" mean qualified individuals with impairments as cited in 29 U.S.C. 705(20) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is

otherwise inaccessible to individuals with disabilities.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for individuals with disabilities. Identification should include the type of disability accommodated and how the users with that disability would be helped.

End of clause

Begin Regulation

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

Begin Regulation

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability*. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted

by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation*. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery*. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

Begin Regulation

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

Begin Regulation

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

Begin Regulation

552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

Begin Regulation

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

Begin Regulation

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

Begin Regulation

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will

also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”

Begin Regulation

552.238-81 PRICE REDUCTIONS (DEC 2021) (DEVIATION)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c)(1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor—

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales—

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.[or;

(5) Cloud computing services offered on a consumption basis under Special Item Number (SIN) 518210C (previously 132-40) or successor SINs within the Information Technology (IT) Category (previously Schedule 70).]

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

(End of clause)

Begin Regulation

552.238-199 SPECIAL ORDERING PROCEDURES APPLICABLE WHEN PROCURING CLOUD COMPUTING ON A CONSUMPTION BASIS (MAR 2022)

(a) Definitions.

(1) “Capital asset” has the meaning given the term by Office of Management and Budget (OMB) Circular A-11 Capital Programming Guide and any amendatory or superseding document(s) thereto.

(2) “Cloud computing” has the meaning given the term by the National Institute of Standards and

Technology in Special Publication (SP) 800–145 and any amendatory or superseding document(s) thereto.
(3) “Consumption basis” or “consumption-based” means any offering that is metered with charges that accrue on a predetermined periodic basis (e.g., per second, minute, hour, week, month, or another per-unit basis) and is billed based on actual usage during an elapsed period with predetermined pricing or discounts.
(4) “Requirements task order” means a task order that provides for filling all actual purchase requirements of a designated Ordering Activity during a specified contract period, with performance by the Contractor being scheduled when the Ordering Activity awards, or exercises options for, individual contract line items (CLINs) under the task order.

(i) This task order type is appropriate when the Ordering Activity anticipates recurring requirements but cannot predetermine the precise quantities of services that it will need during a definite period.

(ii) A requirements task order issued under a FSS contract is a single contract award as defined FAR 2.101. Individual CLINs executed and funded under this task order type are not considered to be second-tier instruments issued under the awarded task order.

(iii) A requirements task order is not a requirements contract as described at FAR 16.503.

(b) Ordering procedures.
(1) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS offering.
(2) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).
(c) Applicability.
(1) The Ordering Activity Contracting Officer shall follow the procedures contained within this clause when placing an incrementally funded task order under this contract for cloud computing services on a consumption basis.
(2) The Ordering Activity Contracting Officer is permitted, but not required to use the procedures contained within this clause for task orders that are not incrementally funded.
(3) The Ordering Activity Contracting Officer shall not use the procedures contained within this clause for the acquisition, maintenance, or modification of capital assets.
(d) Pricing.
(1) The Ordering Activity Contracting Officer shall establish a task order ceiling price for all estimated requirements.
(2) All cloud computing services offered under this FSS contract are considered fixed-price.
(e) Task order type.
The Ordering Activity Contracting Officer shall use a requirements task order for cloud computing services procured on a consumption basis in accordance with this clause.
(1) This task order type may include other contract types, such as firm-fixed-price, when procuring other offerings under this contract that are not being procured on a consumption-basis.
(2) Estimates for cloud computing services to be procured on a consumption basis.

(i) The Ordering Activity Contracting Officer must state a realistic estimate of—

(A) The consumption of cloud computing services in the task order solicitation; and

(B) The total amount in dollars to be expended on cloud consumption in the task order.

(ii) This estimate is not a representation to an Offeror or Contractor that the estimated consumption will be required or ordered, or that conditions affecting requirements will be stable or normal.

(iii) The Ordering Activity Contracting Officer may obtain the estimate from records of previous requirements and consumption, or by other means, and should base the estimate on the most current information available.

(iv) If the Government’s requirements do not meet this estimate, that fact shall not constitute the basis for an equitable price adjustment.

(3) All CLINs within the task order must include a defined scope with all services priced at the time of award.
(f) Incremental funding.
(1) The Ordering Activity may allot funds incrementally as the bona fide need arises for predefined and established fixed-priced procurement

requirements on individual CLINs.
(2) The Ordering Activity shall ensure sufficient funds are allotted to the task order—
(i) At the time of award to cover the total amount payable to the Contractor for the awarded CLIN(s); and
(ii) At the time an optional CLIN is exercised to cover the total amount payable to the Contractor for that optional CLIN.
(3) Nothing in this clause shall be construed to supersede the Ordering Activity's contract funding policies.
(g) Consumption monitoring.
(1) The Contractor shall—
(i) Provide, at no additional cost to the Government, access to tools that enable the Government to track its usage of cloud computing services offered on a consumption basis; or
(ii) Notify the Ordering Activity Contracting Officer when total consumption reaches—
(A) 50 percent and 75 percent of the ceiling price for each CLIN for consumption-based cloud computing services, or other milestones as agreed upon by the Contractor and the Ordering Activity Contracting Officer; and
(B) 50 percent and 75 percent of the task order ceiling price, or other milestones as agreed upon by the Contractor and the Ordering Activity Contracting Officer.
(2) The Ordering Activity Contracting Officer shall determine that the consumption monitoring capabilities offered by the Contractor will enable the Government to adequately track its incurred costs before awarding a task order in accordance with this clause.
(h) Limitation of funds.
(1) The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the task order, and the Contractor shall not be obligated to continue performance if doing so would exceed the ceiling price set forth in the task order.
(2) The Ordering Activity Contracting Officer may use a Limitation of Funds clause when CLINs under the task order are incrementally funded.
(i) Scope reviews.
(1) The Ordering Activity Contracting Officer is encouraged to request a scope review from the GSA Federal Acquisition Service (FAS) Office of Information Technology Category (ITC) before placing a task order in accordance with these special ordering procedures.
(2) The purpose of a scope review is to analyze whether the planned acquisition is—
(i) compatible with the scope of Special Item Number (SIN) 518210C (previously 132-40) or successor SINs;
(ii) utilizing recommended best practices; and
(iii) not for the acquisition, maintenance, or modification of capital assets.
(3) The Ordering Activity Contracting Officer may request a scope review by contacting FAS ITC at cloud-sin-rfi@gsa.gov.

(End of Clause)

Begin Regulation

552.238-109 AUTHENTICATION SUPPLIES AND SERVICES (MAY 2019)

(a) *General background*. (1) The General Services Administration (GSA) established the "Identity and Access Management Services" (IAMS) Program to clearly define the kinds of digital certificates and PKI services that meet the requirements for service providers and supplies that support FISMA-compliant IAM systems deployed by Federal agencies.

(2) Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors" establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and Contractor employees assigned to Government contracts in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standard (FIPS) 201-2: Personal Identity Verification of Federal Employees and Contractors August 2013. FIPS 201-2 requires that the digital certificates incorporated into the Personal Identity Verification (PIV) identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. In addition, FIPS 201-2 requires that Federal identity badges referred to as PIV credentials, issued to Federal employees and Contractors comply with the Standard and associated NIST Special Publications 800-73, 800-76, 800-78, and 800-79.

(b) *Special item numbers*. GSA has established the e-Authentication Initiative (see URL: http://www.idmanagement.gov) to provide common infrastructure for the authentication of the public and internal Federal users for logical access to Federal e-Government applications and electronic services. To support the government-wide implementation of HSPD-12 and the Federal e-Authentication Initiative, GSA has established Special Item Numbers (SINs) pertaining to Authentication Products and Services, including Electronic Credentials, Digital Certificates, eAuthentication, Identify and Access Management, PKI Shared Service Providers, and HSPD-12 Product and Service Components.

(c) *Qualification information*.

(1) All Authentication supplies and services must be qualified as being compliant with Government-wide requirements before they will be included on a GSA Information Technology (IT) Schedule contract. The Qualification Requirements and associated evaluation procedures against the Qualification Requirements for each SIN and the specific Qualification Requirements for HSPD-12 implementation components are presented at the following URL: http://www.idmanagement.gov.

(2) In addition, the National Institute of Standards and Technology (NIST) has established the NIST Personal Identity Verification Program (NPIVP) to evaluate integrated circuit chip cards and supplies against conformance requirements contained in FIPS 201. GSA has established the FIPS 201Evaluation Program to evaluate other supplies needed for agency implementation of HSPD-12 requirements where normative requirements are specified in FIPS 201 and to perform card and reader interface testing for interoperability. Products that are approved as FIPS-201 compliant through these evaluation and testing programs may be offered directly through HSPD-12 Supplies and Services Components SIN under the category “Approved FIPS 201-Compliant Products and services.

(d) *Qualification requirements*. Offerors proposing Authentication supplies and services under the established SINs are required to provide the following:

(1) Proposed items must be determined to be compliant with Federal requirements for that SIN. Qualification Requirements and procedures for the evaluation of supplies and services are posted at the URL: http://www.idmanagement.gov. GSA will follow these procedures in qualifying offeror's supplies and services against the Qualification Requirements for applicable to SIN. Offerors must submit all documentation certification letter(s) for Authentication Supplies and Services offerings at the same time as submission of proposal. Award will be dependent upon receipt of official documentation from the Acquisition Program Management Office (APMO) listed below verifying satisfactory qualification against the Qualification Requirements of the proposed SIN(s).

(2) After award, Contractor agrees that certified supplies and services will not be offered under any other SIN on any Federal Supply Schedule

(3) (i) If the Contractor changes the supplies or services previously qualified, GSA may require the Contractor to resubmit the supplies or services for re-qualification.

(ii) If the Federal Government changes the qualification requirements or standards,

Contractor must resubmit the supplies and services for re-qualification.

(4) Immediately prior to making an award, Contracting Officers MUST consult the following website to ensure that the supplies and/or services recommended for award under any Authentication Supplies and Services SINs are in compliance with the latest APL qualification standards: www.idmanagement.gov. A dated copy of the applicable page should be made and included with the award documents.

(e) *Demonstrating conformance*.

(1) The Federal Government has established Qualification Requirements for demonstrating conformance with the Standards. The following websites provide additional information regarding the evaluation and qualification processes

(i) For Identify and Access Management Services (IAMS) and PKI Shared Service Provider (SSP) Qualification Requirements and evaluation procedures: http://www.idmanagement.gov;

(ii) For HSPD-12 Product and Service Components Qualification Requirements and evaluation procedures: http://www.idmanagement.gov;

(iii) For FIPS 201 evaluation program testing and certification procedures: https://www.idmanagement.gov/fips201/.

(f) *Acquisition Program Management Office (APMO)*. GSA has established the APMO to provide centralized technical oversight and management regarding the qualification process to industry partners and Federal agencies. Contact the following APMO for information on the eAuthentication Qualification process. Technical, APMO, FIPS 201, and HSPD-12 Points of Contact can be found below, or in an additional attachment to the solicitation.

[*The contracting officer should insert the points of contact information below, unless otherwise included elsewhere in the solicitation.*]

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Begin Regulation

552.238-110 COMMERCIAL SATELLITE COMMUNICATION (COMSATCOM) SERVICES (MAY 2019)

(a) *General background.* Special Item Numbers (SINs) have been established for Commercial Satellite Communications (COMSATCOM) services, focused on transponded capacity (SIN 132-54) and fixed and mobile subscription services (SIN 132-55), to make available common COMSATCOM services to all Ordering Activities.

(b) *Information assurance*.

(1) The Contractor shall demonstrate, to the maximum extent practicable, the ability to meet:

(i) The Committee on National Security Systems Policy (CNSSP) 12, “National Information Assurance Policy for Space Systems used to Support National Security Missions,” or

(ii) Department of Defense Directive (DoDD) 8581.1, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense.”

(2) The Contractor shall demonstrate the ability to comply with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), “Minimum Security Requirements for Federal Information and Information Systems.” In response to ordering activity requirements, at a minimum, all services shall meet the requirements assigned against:

(i) A low-impact information system (per FIPS 200) that is described in the current revision of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, “Recommended Security Controls for Federal Information Systems and Organizations,” or

(ii) A Mission Assurance Category (MAC) III system that is described in the current revision of DoD Instruction (DoDI) 8500.2, “Information Assurance Implementation.”

(3) The Contractor's information assurance boundary is where the Contractor's services connect to the user terminals/equipment (i.e., includes satellite command encryption (ground and space); systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs) and teleport; and terrestrial infrastructure required for service delivery).

(c) *Delivery schedule*. The Contractor shall deliver COMSATCOM services in accordance with 552.238-86.

(d) *Portability.* The Contractor shall have the capability to redeploy COMSATCOM services, subject to availability. Portability shall be provided within the COMSATCOM Contractor's resources at any time as requested by the ordering activity. When portability is exercised, evidence of equivalent net present value (NPV) shall be provided by the Contractor.

(e) *Flexibility/optimization.* The Contractor shall have the capability to re-groom resources for spectral, operational, or price efficiencies. Flexibility/optimization shall be provided within the COMSATCOM Contractor's resources at any time as requested by the ordering activity. When flexibility/optimization is exercised, evidence of equivalent net present value (NPV) shall be provided by the Contractor. The Contractor is encouraged to submit re-grooming approaches for ordering activity consideration that may increase efficiencies for existing COMSATCOM services.

(f) *Net ready (interoperability).* COMSATCOM services shall be consistent with commercial standards and practices. Services shall have the capability to access and/or interoperate with Government or other Commercial teleports/gateways and provide enterprise service access to or among networks or enclaves. Interfaces may be identified as interoperable on the basis of participation in a sponsored interoperability program.

(g) *Network monitoring (Net OPS).* The Contractor shall have the capability to electronically collect and deliver near real-time monitoring, fault/incident/outage reporting, and information access to ensure effective and efficient operations, performance, and availability, consistent with commercial practices. Consistent with the Contractor's standard management practices, the Net Ops information will be provided on a frequency (example: every 6 hours, daily) and format (example: SNMP, XML) as defined in a requirement to a location/entity/electronic interface defined by the ordering activity. Specific reporting requirements will be defined by the Ordering Activity.

(h) *EMI/RFI identification, characterization, and geo-location*. The Contractor shall have the capability to collect and electronically report in near real-time Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) identification, characterization, and geo-location, including the ability to identify and characterize sub-carrier EMI/RFI being transmitted underneath an authorized carrier, and the ability to geo-locate the source of any and all EMI/RFI. The Contractor shall establish and use with the ordering activity a mutually agreed upon media and voice communications capability capable of protecting “Sensitive, but Unclassified” data.

(i) *Security.* (1) The Contractor may be required to obtain/possess varying levels of personnel and facility security clearances up to U.S. Government TOP SECRET/Sensitive Compartmented

Information (TS/SCI) or equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally.

(2) For incident resolution involving classified matters, the Contractor shall provide appropriately cleared staff who can affect COMSATCOM services operations (example: satellite payload operations, network operations). The Contractor shall provide a minimum of one operations staff member AND a minimum of one person with the authority to commit the company if resolution requires business impacting decisions (example: Chief Executive Officer, Chief Operations Officer, etc.).

(3) When Communications Security or Transmission Security equipment or keying material is placed in the equipment/terminal shelter, the Contractor shall ensure compliance with applicable physical security directives/guidelines and that all deployed equipment/terminal operations and maintenance personnel shall possess the appropriate clearances, equal to or higher than the classification level of the data being transmitted. Where local regulations require use of foreign personnel for terminal operations and maintenance, then the Contractor shall ensure compliance with applicable security directives/guidelines and document to the U.S. Government's satisfaction that protective measures are in place and such individuals have equivalent clearances granted by the local host nation.

(4) For classified operations security (OPSEC), the Contractor shall ensure that all personnel in direct contact with classified OPSEC indicators (example: the unit, location, and time of operations) have U.S. SECRET or higher personnel security clearances, or, as appropriate, equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally, in accordance with applicable security directives and guidelines.

(5) For classified requirements, cleared satellite operator staff must have access to secure voice communications for emergency purposes. Communications security equipment certified by the National Security Agency (NSA) to secure unclassified and up to and including SECRET communication transmissions at all operations centers is preferred. If a Contractor is unable to have access to NSA-approved communications security equipment at its operations centers, then a combination of a “Sensitive but Unclassified” (SBU) cryptographic module approved by the U.S. National Institute for Standards and Technology and pre-arranged access to National Security Agency-approved communications security equipment at an agreed alternate facility is acceptable.

(6) The Contractor shall have the capability to “mask” or “protect” users against unauthorized release of identifying information to any entity that could compromise operations security. Identifying information includes but is not limited to personal user and/or unit information including tail numbers, unit names, unit numbers, individual names, individual contact numbers, street addresses, etc.

(j) *Third party billing for COMSATCOM subscription services*. The Contractor shall identify authorized network infrastructure for the ordering activity. In some cases, the user of the terminal may access network infrastructure owned or operated by a third party. In the event a terminal is used on a third party's network infrastructure, the Contractor shall provide to the ordering activity, invoices and documentation reflecting actual usage amount and third party charges incurred. The ordering activity shall be billed the actual third party charges incurred, or the contract third party billing price, whichever is less.