

## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
William D. Chenard, Acting Town Administrator  
Chief James Hicks, Chief, Natick Police Department

**FROM:** Bryan R. Le Blanc, Procurement Officer'

**DATE:** May 10, 2018

**SUBJECT: CONTRACT AWARD  
EMERGENCY ALERT SYSTEM**

The Town is in receipt of a quote from Lyme Computer Systems ("Lyme") for licensing of its RAVE emergency alert product. The total quote is \$28,000.00 (\$10,000 for year 1, and a total of \$9,000 each year for years 2 and 3) to provide such emergency alert services for a three (3)-year period, as stated in the quote.

Lyme is presently a vendor with an existing General Services Administration (GSA) contract. The contract number is GS-35F-465GA.

Pursuant to the Inspector General's recommendations, cities and towns of the Commonwealth of Massachusetts may purchase off of GSA contract schedules.

<https://www.mass.gov/files/documents/2016/08/tz/nljul15.pdf>. M.G.L. c. 30B, §1(f) provides:

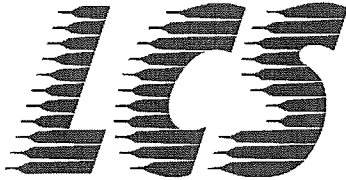
"(f) This chapter shall be deemed to have been complied with on all purchases made from a vendor pursuant to a General Services Administration federal supply schedule that is available for use by governmental bodies." The relevant contract schedule, GS-35F-465GA, is available to cities and towns in Massachusetts.

Lyme is a responsible vendor, as from our reference checks. Accordingly, we respectfully request that the Natick Board of Selectmen award a contract to Lyme, in the form of a purchase order and citing Lyme quote referring to GS-35F-465GA., for \$28,000.00.

Funding:

Emergency Management Line Item - Total \$19,000.00





**Doing "IT" Right Since 1983**

## Quote Lyme Computer Systems

PO Box 290, One Lyme Common  
Lyme, NH 03768-0290

[www.lyme.com](http://www.lyme.com)

CHIEF JAMES HICKS  
TOWN OF NATICK  
ATTN: POLICE DEPARTMENT  
13 E. CENTRAL STREET  
NATICK, MA 01760

E-mail : HICKS@NATICKPOLICE.COM  
Phone : 508-647-9511  
Fax :

Quote # 132570-RL

Date : May 01, 2018      Terms : NET 30  
FOB : Destination      Delivery : 30 Days ARO

Acct Mgr : RANDALL LOWE  
Email : RANDY@LYME.COM  
Phone : 603-676-3635      Fax : 603-676-3635  
DUNS# : 144763067  
TIN : 02-0380993      CAGE : 1BS14  
Business Size : Small, Certified HUBZone

Customer Reference #	Contract Number	Quote Valid Until :
RAVE MOBILE SAFETY - YEAR ONE	GS-35F-465GA Exp : May 30, 2022	June 01, 2018

Line #	QTY	PART NUMBER	DESCRIPTION	MFR	UNIT PRICE	EXTENDED PRICE
1	33000	R911SPRA-1000 **GSA**	SMARTPREPARE WITH ALERT SMARTPREPARE WITH ALERT - PRICED PER PERSON YEAR ONE	RAVE MOBILE SAFETY	\$0.12	\$3,960.00
2	33000	R911SPRA-1001 **GSA**	SMARTPREPARE WITH ALERT - LOADED LAND LINES MUST PURCHASE SMARTPREPARE WITH ALERT; PRICED PER LAND LINE YEAR ONE	RAVE MOBILE SAFETY	\$0.12	\$3,960.00
3	10	R911SPRA-1002 **GSA**	SMARTPREPARE WITH ALERT - PROCUREMENT PER 1,000 PHONE NUMBERS MUST PURCHASE SMARTPREPARE WITH ALERT; PRICED PER UNIT (1 UNIT = 1,000 PHONE NUMBERS) YEAR ONE	RAVE MOBILE SAFETY	\$42.00	\$420.00
4	33000	R911SPRACAP-A-1 000 **GSA**	CAP INBOUND/OUTBOUND API FOR RAVE ALERT FOR PUBLIC SAFETY. REQUIRED FOR IPAWS - PRICED PER CITIZEN YEAR ONE	RAVE MOBILE SAFETY	\$0.00	\$0.00



Line #	QTY	PART NUMBER	DESCRIPTION	MFR	UNIT PRICE	EXTENDED PRICE
5	33000	R911SPRASM-A-1000 **GSA**	RAVE ALERT FOR PUBLIC SAFETY SOCIAL MEDIA INTEGRATION - PRICED PER CITIZEN YEAR ONE	RAVE MOBILE SAFETY	\$0.00	\$0.00
6	33000	SMS-PS-A-1000 **GSA**	RAVE SMS TO OPT-IN FOR PUBLIC SAFETY. FOR STATE & LOCAL CLIENTS - PRICED AT \$0.05 PER CITIZEN FOR FIRST KEYWORD WITH EACH ADDITIONAL KEYWORD AT \$500/KEYWORD. MUST PURCHASE RAVE ALERT FOR PUBLIC SAFETY. MINIMUM PRICE \$500, EACH ADDITIONAL KEYWORD IS \$500 YEAR ONE	RAVE MOBILE SAFETY	\$0.02	\$660.00
7	33000	R911SPRAP-A-1000 **GSA**	PREMIUM SMS MESSAGING FOR RAVE ALERT FOR PUBLIC SAFETY THROUGHPUT - THIS UTILIZES SMPP GATEWAY BINDS INSTEAD OF WEB SERVICES. PRICED PER CITIZEN. REQUIRES R911SPRA-1000 YEAR ONE	RAVE MOBILE SAFETY	\$0.00	\$0.00
8	1	R911SPRA-S-1000 **GSA**	SMARTPREPARE WITH ALERT ONE-TIME SETUP REQUIRES PURCHASE OF SMARTPREPARE WITH ALERT. THIS IS A ONE TIME SETUP FEE YEAR ONE ONLY	RAVE MOBILE SAFETY	\$1,000.00	\$1,000.00
9	1	RACAP-S-1000 **GSA**	CAP INBOUND/OUTBOUND API INTEGRATION ONE-TIME SETUP FEE YEAR ONE ONLY	RAVE MOBILE SAFETY	\$0.00	\$0.00
10	1	RAP-S-1000 **GSA**	PREMIUM SMS MESSAGING ONE-TIME SETUP. REQUIRES RAP-A-1000 OR R911SPRAP-A-1000 YEAR ONE ONLY	RAVE MOBILE SAFETY	\$0.00	\$0.00
11	1	RASM-S-1000 **GSA**	RAVE ALERT SOCIAL MEDIA INTEGRATION SETUP YEAR ONE ONLY	RAVE MOBILE SAFETY	\$0.00	\$0.00



Line #	QTY	PART NUMBER	DESCRIPTION	MFR	UNIT PRICE	EXTENDED PRICE
				SUBTOTALS		\$10,000.00
				Freight		\$0.00
				TAX		\$0.00
				TOTAL QUOTE :		\$10,000.00
Remit Via Mail		Remit Via EFT/ACH	Remit Via Wire Transfer			
Lyme Computer Systems, Inc. PO Box 845172 Boston, MA 02284-5172		Citizens Bank - NH 875 Elm Street Manchester, NH 03101 ABA# 011401633 ACCT# 3300143995	Citizens Bank 1 Citizens Drive Riverside, RI 02915 ABA# 011500120 ACCT# 3300143995			

**Returned Merchandise Policy :** Please review this document for accuracy and completeness.

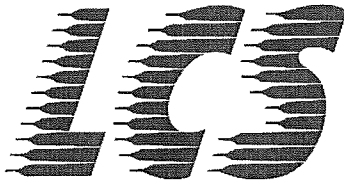
A Returned Merchandise Authorization number (RMA) must be obtained prior to returning any product(s). Lyme Computer Systems will only accept unopened product(s) with the factory seal intact and the box in new, resalable condition. All return claims must be filed within 7 days after receipt of merchandise. RMA's are valid for 14 days and all returned merchandise must be received within 14 days of issuance of RMA.

**Certification of Authenticity and Traceability :** Lyme Computer Systems certifies that all material quoted is genuine, new and unused, unless otherwise identified. Lyme Computer Systems makes commercially reasonable efforts to ensure that all material is traceable to the point of manufacture and that the complete material pedigree is known and can be furnished upon request.

**All prices are Open Market unless otherwise specified.**







**Doing "IT" Right Since 1983**

## Quote Lyme Computer Systems

PO Box 290, One Lyme Common

Lyme, NH 03768-0290

[www.lyme.com](http://www.lyme.com)

**CHIEF JAMES HICKS**  
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E-mail : HICKS@NATICKPOLICE.COM

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Fax :

**Quote # 132588-RL**

Date : May 01, 2018

Terms : NET 30

FOB : Destination

Delivery : 30 Days ARO

Acct Mgr : RANDALL LOWE

Email : RANDY@LYME.COM

Phone : 603-676-3635

Fax : 603-676-3635

DUNS# : 144763067

TIN : 02-0380993

CAGE : 1BS14

Business Size : Small, Certified HUBZone

Customer Reference #	Contract Number	Quote Valid Until :
RAVE MOBILE SAFETY - YEARS TWO & THREE	GS-35F-465GA Exp : May 30, 2022	June 01, 2018

Line #	QTY	PART NUMBER	DESCRIPTION	MFR	UNIT PRICE	EXTENDED PRICE
1	33000	R911SPRA-1000 **GSA**	SMARTPREPARE WITH ALERT SMARTPREPARE WITH ALERT - PRICED PER PERSON ANNUAL COST IN YEARS TWO & THREE	RAVE MOBILE SAFETY	\$0.12	\$3,960.00
2	33000	R911SPRA-1001 **GSA**	SMARTPREPARE WITH ALERT - LOADED LAND LINES MUST PURCHASE SMARTPREPARE WITH ALERT; PRICED PER LAND LINE ANNUAL COST IN YEARS TWO & THREE	RAVE MOBILE SAFETY	\$0.12	\$3,960.00
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Line #	QTY	PART NUMBER	DESCRIPTION	MFR	UNIT PRICE	EXTENDED PRICE
5	33000	R911SPRASM-A-1000 **GSA**	ANNUAL COST IN YEARS TWO & THREE RAVE ALERT FOR PUBLIC SAFETY SOCIAL MEDIA INTEGRATION - PRICED PER CITIZEN ANNUAL COST IN YEARS TWO & THREE	RAVE MOBILE SAFETY	\$0.00	\$0.00
6	33000	SMS-PS-A-1000 **GSA**	RAVE SMS TO OPT-IN FOR PUBLIC SAFETY. FOR STATE & LOCAL CLIENTS - PRICED AT \$0.05 PER CITIZEN FOR FIRST KEYWORD WITH EACH ADDITIONAL KEYWORD AT \$500/KEYWORD. MUST PURCHASE RAVE ALERT FOR PUBLIC SAFETY. MINIMUM PRICE \$500, EACH ADDITIONAL KEYWORD IS \$500 ANNUAL COST IN YEARS TWO & THREE	RAVE MOBILE SAFETY	\$0.02	\$660.00
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				SUBTOTALS		\$9,000.00
				Freight		\$0.00
				TAX		\$0.00
				TOTAL QUOTE :		\$9,000.00

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**All prices are Open Market unless otherwise specified.**





8/17/17

To Whom It May Concern:

Rave Mobile Safety hereby certifies that the following company is the sole GSA Schedule-holder of Rave Mobile Safety products:

Lyme Computer Systems, Inc.  
18 On the Common  
Lyme, New Hampshire 03768-0290

Please feel free to contact me directly by E-mail at [bodonnell@ravemobilesafety.com](mailto:bodonnell@ravemobilesafety.com) if you require any additional information.

Respectfully,

A handwritten signature in black ink, appearing to read "Brian O'Donnell", written over a horizontal line.

Brian O'Donnell  
Director of Channel Sales



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Lyme Computer Systems, Inc</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>18 On the Common, PO Box 290</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Lyme NH 03768</b>	
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number								
			-				-	
or								
Employer identification number								
0	2		-	0	3	8	0	9 9 3

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/10/2015
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*







One Lyme Common • Lyme, NH 03768 • Tel: 603-795-4000 • Fax: 603-795-4800 • [www.lyme.com](http://www.lyme.com)

## About GSA Schedules

GSA Schedules are fast, easy, and effective contracting vehicles for both customers and vendors. For GSA Schedules, GSA establishes long-term government wide contracts with commercial companies to provide access to millions of commercial products and services at volume discount pricing.

## GSA Value for Customers

Customers contract with Lyme as a pre-approved vendor and benefit from "most-favored customer" pricing with our GSA Schedules (also referred to as Multiple Award Schedules (MAS) and Federal Supply Schedules (FSS).

Customers who order from our Schedules get:

- Savings;
- Flexibility and choice;
- Shorter lead time;
- Transparency;
- Control of the procurement;
- Lower administrative costs; and
- Reduced inventories.

## State and Local Government Customers

By using the purchasing power of the federal government, GSA can help cities and towns meet their mission while reducing costs and maximizing efficiency. Multiple authorized programs allow state and local governments to use GSA Schedules for select goods and services.

## Cooperative Purchasing

The Cooperative Purchasing Program allows state, local and tribal governments to benefit from pre-vetted industry partners on a variety of information technology products and services as well as security and law enforcement products and services offered through specific GSA Schedule contracts. This program allows eligible entities to purchase from Cooperative Purchasing approved industry partners like Lyme, at any time, for any reason, using any funds available.



# GENERAL SERVICES ADMINISTRATION

## AUTHORIZED FAS PRICELIST Solicitation FCIS-JB-980001-B

**Lyme Computer Systems, Inc.**

**P.O Box 290**

**One Lyme Common**

**Lyme, NH 03768**

**Telephone: (603)795-4000; (800)370-1095**

**Fax: (603)795-4800    Internet: [www.lyme.com](http://www.lyme.com)    e-mail: [rickh@lyme.com](mailto:rickh@lyme.com)**

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

**Title: General Purpose Commercial Information  
Technology Equipment, Software and Services**

**Schedule 70 - Refresh Number: 45**

**Price List Updated Thru Lyme Computers Mod #A1519, GSA Mod 0042, March 30, 2018**

Contract Term: May 31, 2017 to May 30, 2022

**Lyme Computer Systems is a Small Business Certified HUBZone  
(Certificate #56897, Date 1/26/2017)**

**NAICS: 423430 / 541519**

The minimum dollar value of orders to be issued is \$100.00.

**Prices shown or referred to herein are Net (discount deducted) and are available  
at <https://www.gsaadvantage.gov> and <http://www.lyme.com>**

**FAS GROUP CLASS 70: GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-8 Purchase of Equipment

Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-33 Perpetual Software Licenses

Special Item No. 132-34 Maintenance of Software

**Special Item No. 132-40 Cloud Computing (we hope to add a Cloud manufacturer in 2018)**

Special Item No. 132-50 Training Courses



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

FSC Class/Product Codes: 5805, 5810, 5815, 6145, 7010, 7025, 7030, 7035, 7042, J058, J070, U012

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on GSA Advantage! <https://www.gsaadvantage.gov> and <http://www.lyme.com>.

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## CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s):

SIN	SIN Description	Awarded Prices
132-8	Purchase of Equipment	See GSA Advantage! website: <a href="https://www.gsaadvantage.gov">https://www.gsaadvantage.gov</a> and Lyme Computer Systems, Inc. website: <a href="http://www.lyme.com">http://www.lyme.com</a>
132-12	Maintenance, Repair Service and Repair Parts/Spare Parts	
132-32	Term Software Licenses	
132-33	Perpetual Software Licenses	
132-34	Maintenance of Software	
132-40	Cloud Computing (pending for 2018)	
132-50	Training Courses	

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply:

SIN	Cost	Part #	Mfr/Description
132-8	\$0.70	210-AIFI	Dell/Wyse Cloud Client Manager Base System
132-12	\$0.82	951-2015	Dell/ProSupport Plus 87 Months Next Business Day On-site Service
132-32	\$0.11	RV-A-1003	RAVE/Inbound 800 Line for Messaging / Minutes Per minute cost for inbound 800 line
132-33	\$0.13	DR-7476-0010	Ipswitch/Service Agreement - Technical support (renewal) - for WhatsUp Event Log Management Suite - 1 workstation - volume - 1000+ level - phone consulting - 1 month - 9x5
132-34	\$0.29	07-7474-0010	Ipswitch/WhatsUp ELM Gov/Edu Workstation Suite 101+ Wkstn Svc 30D
132-40	NA	NA	Pending for 2018, when we hope to add a Cloud manufacturer to our contract.
132-50	\$1,163.66	R911X-S-2001	RAVE/Smart911 On-site Training Smart911 On-site Training - 4 hours. Must purchase Smart911 Basic

See GSA Advantage! website: <https://www.gsaadvantage.gov> and Lyme Computer Systems, Inc. website: <http://www.lyme.com>.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item: **Not applicable**





2. Maximum order (All dollar amounts are exclusive of any discount for prompt payment.):

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment  
 Special Item Number 132-12 – Maintenance of Equipment, Repair Service, Repair/Spare Parts  
 Special Item Number 132-32 - Term Software Licenses  
 Special Item Number 132-33 - Perpetual Software Licenses  
 Special Item Number 132-34 – Maintenance of Software  
 Special Item Number 132-40 – Cloud Computing (Pending for 2018)

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

3. Minimum order: The minimum dollar value of orders to be issued is \$100.00.

4. Geographic coverage (delivery area): domestic and overseas delivery

5. Points of production: Products offered under this contract are manufactured in the following countries which can be cross referenced at <https://www.gsaadvantage.gov> and <http://www.lyme.com>:

Australia	Germany	Japan	South Korea
Belgium	Hong Kong	Malta	Switzerland
Canada	Hungary	Mexico	Taiwan
Czech Republic	Ireland	Morocco	United Kingdom
Finland	Israel	Singapore	United States
France	Italy	Slovak Republic	Cambodia

6. Discount from list prices or statement of net price: Prices shown herein are Net (discount deducted) and are available at <https://www.gsaadvantage.gov> and <http://www.lyme.com>

7. Quantity discounts: Available on specific items. See <https://www.gsaadvantage.gov> and <http://www.lyme.com>

8. Prompt payment terms: NONE

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin):

Products offered under this contract are manufactured in the following countries which can be cross referenced at <https://www.gsaadvantage.gov> and <http://www.lyme.com>:

Australia	Germany	Japan	South Korea
Belgium	Hong Kong	Malta	Switzerland
Canada	Hungary	Mexico	Taiwan
Czech Republic	Ireland	Morocco	United Kingdom
Finland	Israel	Singapore	United States
France	Italy	Slovak Republic	Cambodia



## 11a. Time of delivery:

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

132-8	10 Days
132-12	10 Days
132-32	10 Days
132-33	10 Days
132-34	10 Days
132-50	As agreed upon between the contractor and the ordering activity

11b. Expedited Delivery: Most products can be subjected to expedited delivery. The only charges for this service will be the actual shipping charges for the mode of transport specified by the customer.

11c. Overnight and 2-day delivery: Most products can be subjected to overnight and 2-day delivery. In addition to the actual shipping charges for the mode of transport specified by the customer, a handling fee may also be imposed.

11d. Urgent Requirements: When the Federal Acquisition Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays 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.

## 12. F.O.B. point(s): FOB Destination

## 13a. Ordering address:

**Lyme Computer Systems, Inc.**  
**One Lyme Common**  
**Lyme, NH 03768-0290**

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

## 14. Payment address:

**Lyme Computer Systems, Inc.**  
**P.O. Box 845172**  
**Boston, MA 02284-5172**

## 15. Warranty provision:



- a. Unless stated otherwise in this contract, the manufacturers' commercial warranties as stated in their Commercial Pricelists will apply to this contract
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose intended by the manufacturer
- c. Limitation of liability: except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Lyme Computer Systems, Inc., One Lyme Common, Lyme NH 03768.

16. Export packing charges: **NOT APPLICABLE**

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):  
**Ask Contractor**

18. Terms and conditions of rental, maintenance, and repair (if applicable): **See Critical Information Terms and Conditions relating to specific Special Item Numbers below**

19. Terms and conditions of installation (if applicable): **See Critical Information Terms and Conditions relating to specific Special Item Numbers below**

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): **NOT APPLICABLE**

20a. Terms and conditions for any other services (if applicable): **NOT APPLICABLE**

21. List of service and distribution points (if applicable): **See Critical Information Terms and Conditions relating to specific Special Item Numbers below**

22. List of participating dealers (if applicable): **NOT APPLICABLE**

23. Preventive maintenance (if applicable): **NOT APPLICABLE**

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): **NOT APPLICABLE**

24b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services at: [www.Section508.gov/](http://www.Section508.gov/). Contractor's Section 508 Compliance and Policy statements can be found on the Contractor's website: <http://www.lyme.com>



25. Data Universal Number System (DUNS) number: **14-476-3067**

26. Lyme Computer Systems, Inc. is registered in the System Award Management (SAM) database.

**Critical Information specific to Schedule 70 provided  
for instructional purposes to outline the Terms and Conditions  
requirements for each Special Item Number (SIN)**

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

**1. MATERIAL AND WORKMANSHIP**

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

**2. ORDER**

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

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

**3. TRANSPORTATION OF EQUIPMENT**

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

**4. INSTALLATION AND TECHNICAL SERVICES**

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

See price schedule

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b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for





construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

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

## **5. INSPECTION/ACCEPTANCE**

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

## **6. WARRANTY**

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

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

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

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Lyme Computer Systems, 18 on The Common, Lyme NH 03768

e. Per the return policy of many of our manufacturers, unless the product is defective or is returned as the result of manufacturer error, we may charge a restocking fee of 10%. Other manufacturers do not accept returns of open, used, or special order items; in such cases, we will put forth our best efforts to facilitate the return of such products to mitigate the cost to the government.

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

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

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

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



**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

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

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

**1. SERVICE AREAS**

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 100 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Lyme Computer Systems, One Lyme Common, Lyme NH 03768, or manufacturer's designated repair facility.

**2. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.



- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### **3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

### **4. LOSS OR DAMAGE**

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

### **5. SCOPE**

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
- (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

### **6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.



**7. RESPONSIBILITIES OF THE CONTRACTOR**

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

**8. MAINTENANCE RATE PROVISIONS**

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

b. **REGULAR HOURS**

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

c. **AFTER HOURS**

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

d. **TRAVEL AND TRANSPORTATION**

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

e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity are indicated below: None.

**9. REPAIR SERVICE RATE PROVISIONS**

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c. **TRAVEL OR TRANSPORTATION**
- (1) **AT THE CONTRACTOR'S SHOP**
- (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- (b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.





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

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

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

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

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

## d. LABOR RATES

## (1) REGULAR HOURS

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

## (2) AFTER HOURS

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

## (3) SUNDAYS AND HOLIDAYS

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

## REPAIR SERVICE RATES:

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	<u>\$35.00</u>	<u>\$50.00</u>	<u>\$75.00</u>	<u>\$75.00</u>
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	<u>\$50.00</u>	<u>\$75.00</u>	<u>\$75.00</u>	<u>\$100.00</u>
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

\*MINIMUM CHARGES INCLUDE 1 FULL HOUR ON THE JOB.



\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

#### 10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated 12/18/2017, at a discount of 0% from such listed prices.

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

##### a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 30 days.

##### b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 90 days.

#### 12. INVOICES AND PAYMENTS

##### a. Maintenance Service

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

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

##### b. Repair Service and Repair Parts/Spare Parts.

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

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

#### 1. INSPECTION/ACCEPTANCE

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



## 2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

## 3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

## 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 603-795-4000 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 am Eastern Time to 5:00 pm Eastern Time.

## 5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:

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

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

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

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

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

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



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

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

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

## **7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

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

## **8. TERM LICENSE CESSATION**





a. After a software product has been on a continuous term license for a period of \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

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

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

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



the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

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

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

#### **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

#### **12. RIGHT-TO-COPY PRICING**

The Right-to-copy license pricing is not available under the scope of this contract unless specifically specified in the pricelist. The Ordering Activity must contact the Manufacturer directly to discuss the applicability and associated costs of right-to-copy pricing.

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

#### **1. SCOPE**

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

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

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



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

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

See Table 1 for a representation of the scope and sub-categories.

**Table 1: Cloud Computing Services SIN**

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

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

## 2. DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

### a. Service Description Requirements for Listing Contractors

The description requirements below are in addition to the overall Schedule 70 evaluation criteria described in SCP-FSS-001-N Instructions Applicable to New Offerors (Alternate I – MAR 2016) or SCP-FSS-001-S Instructions Applicable to Successful FSS Program Contractors, as applicable, SCP-FSS-004 and other relevant publications.

Refer to overall Schedule 70 requirements for timelines related to description and other schedule updates, including but not limited to clauses 552.238-81 – section E and clause I-FSS-600.



Table 2 summarizes the additional Contractor-provided description requirements for services proposed under the Cloud Computing Services SIN. All mandatory description requirements must be complete, and adequate according to evaluation criteria.

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

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

**Table 2: Cloud Service Description Requirements**

<u>#</u>	<u>Description Requirement</u>	<u>Reporting Type</u>	<u>Instructions</u>
1	Provide a brief written description of how the proposed cloud computing services satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See 'GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics' below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800- 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See 'GUIDANCE FOR CONTRACTORS: NIST Deployment Model' below in this document for detailed direction on how to best categorize a service for the NIST deployment models.





3	Optionally select the most appropriate NIST service model that will be the designated sub-category, or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See 'GUIDANCE FOR CONTRACTORS: NIST Service Model' below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.
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### c. Pricing of Cloud Computing Services

All current pricing requirements for Schedule 70, including provision SCP-FSS-001-N (Section III Price Proposal), SCP-FSS-001-S, SCP-FSS-004 (Section III Price Proposal), and clause I-FSS-600 Contract Price Lists, apply. At the current time there is no provision for reducing or eliminating standard price list posting requirements to accommodate rapid cloud price fluctuations.

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

## 3. RESPONSIBILITIES OF THE CONTRACTOR

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

### a. Acceptance Testing

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

### b. Training

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

### c. Information Assurance/Security Requirements

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

### d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINS that may be associated with deploying a complete cloud



solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

#### **e. Performance of Cloud Computing Services**

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

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

#### **f. Reporting**

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

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

### **4. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

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

#### **a. Ordering Activity Information Assurance/Security Requirements Guidance**

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

ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work (Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems")). The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to



independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.

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

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

**b. Deployment Model**

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

**c. Delivery Schedule**

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

**d. Interoperability**

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance [MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011].

**e. Performance of Cloud Computing Services**

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

**f. Reporting**

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

**g. Privacy**

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122 [NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"] and OMB memos M-06-16 [OMB memo M-06-16: Protection of Sensitive Agency Information <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf>] and M-07-16 [OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>]. An



Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

**h. Accessibility**

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

**i. Geographic Requirements**

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

**j. Data Ownership and Retrieval and Intellectual Property**

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

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

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

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

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





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

#### **k. Service Location Distribution**

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

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

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

#### **l. Related Professional Services**

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

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

### **5. GUIDANCE FOR CONTRACTORS**

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

Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will **not** be considered in the scope of this SIN or accepted in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145 [<http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>].

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

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

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



**a. NIST Essential Characteristics****General Guidance**

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

**Table 3: Guidance on Meeting NIST Essential Characteristics**

Characteristic	Capability	Guidance
Access	<p>are able to access services over standard agency networks</p> <ul style="list-style-type: none"> <li>• Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones</li> </ul>	<p>significant qualification and in relation to the deployment model and security domain of the service</p> <ul style="list-style-type: none"> <li>• Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non-cloud networks and services. For example a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.</li> </ul>
Resource Pooling	<ul style="list-style-type: none"> <li>• Pooling distinguishes cloud services from offsite hosting.</li> <li>• Ordering activities draw resources from a common pool maintained by the Contractor</li> <li>• Resources may have general characteristics such as regional location</li> </ul>	<ul style="list-style-type: none"> <li>• The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them.</li> <li>• Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement</li> </ul>



		<ul style="list-style-type: none"> <li>• Similar concerns apply to software and platform models; automated provisioning from a pool is required</li> <li>• Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.</li> </ul>
Rapid Elasticity	<ul style="list-style-type: none"> <li>• Rapid provisioning and de-provisioning commensurate with demand</li> </ul>	<ul style="list-style-type: none"> <li>• Rapid elasticity is a specific demand-driven case of self-service</li> <li>• Procurement guidance for on-demand self-service applies to rapid elasticity as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually negotiate other contractual arrangements for procurement and payment.</li> <li>• 'Rapid' should be understood as measured in minutes and hours, not days or weeks.</li> <li>• Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required.</li> <li>• Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.</li> </ul>
Measured Service	<ul style="list-style-type: none"> <li>• Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service</li> </ul>	<ul style="list-style-type: none"> <li>• Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually</li> </ul>



designate other contractual arrangements.

- Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured
- Contractors must specify that measured service is available and the general sort of metrics and mechanisms available

### **Inheriting Essential Characteristics**

Cloud services may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Services inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

### **Assessing Broad Network Access**

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

### **Resource Pooling and Private Cloud**

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





## b. NIST Service Model

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

NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing services of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

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

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

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



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

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

**Table 3: Guidance on Mapping to NIST Service Models**

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



Platform as a  
Service (PaaS)

Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application.

- A complete platform can deploy an entire application. Complete platforms can be proprietary or open source
- Partial platforms can deploy a component of an application which combined with other components make up the entire deployment
- PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service
- The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service.
- A limited range of configuration options for the platform service may be available.

Examples of complete PaaS services include:

- A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application,
- a Windows .Net platform ready to deploy a .Net application,
- A custom complete platform ready to develop and deploy an customer application in a proprietary language
- A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services.

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

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

- A database service ready to deploy a customer's tables, views and procedures,
- A queuing service ready to deploy a customer's message definitions



- A security service ready to deploy a customer's constraints and target applications for continuous monitoring

The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function. Note that both the partial and complete PaaS examples all have two things in common:

- They are software services, which offer significant core functionality out of the box
- They must be configured with customer data and structures to deliver results

As noted in IaaS, operating systems represent a grey area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS. Software as a Service (SaaS)

#### Software as a Service (SaaS)

Select a SaaS model for service based equivalents of software applications.

- SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting
- The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides.

Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users.

Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's,





websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services; and in general any system where customers interact directly for a business purpose.

Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.

### c. Deployment Model

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

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

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

**Table 4: Guidance for Selecting a Deployment Model**

<u>Deployment Model</u>	<u>Guidance</u>
<b>Private Cloud</b>	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
<b>Public Cloud</b>	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
<b>Community Cloud</b>	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
<b>Hybrid Cloud</b>	The service is composed of one or more of the



other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

### **FACTORS FOR EVALUATION FOR IT SCHEDULE 70 CLOUD COMPUTING SERVICES SIN**

The following technical evaluation factor applies in addition to the standard Schedule 70 evaluation factors outlined in CI-FSS-152-N Additional Evaluation Factors for New Offerors Under Schedule 70 or CI-FSS-152-S Additional Evaluation Factors for Successful FSS Program Contractors Under Schedule 70 and related documents and applies solely to the Cloud Computing Services SIN. A template will be provided at the time of solicitation refresh to complete the requested documentation.

#### **FACTOR - Cloud Computing Services Adherence to Essential Cloud Characteristics**

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

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

Refer to the 'Guidance for Contractors' section of the Terms & Conditions for the Cloud Computing Services SIN for guidance on meeting the NIST characteristics. For the purposes of the Cloud Computing Services SIN, meeting the NIST essential characteristics is concerned primarily with whether the underlying capability of the commercial service is available, whether or not an Ordering Activity actually requests or implements the capability.

#### **FACTOR – Cloud Computing Services Deployment Model**

For each cloud service submitted, provide a written description of how the proposed service meets the NIST definition of a particular deployment model (Public, Private, Community, or Hybrid), within a one half (1/2) page limitation for each designated deployment model of each cloud service submitted. Multiple deployment model selection is permitted, but at least one model must be indicated.

Refer to the 'Guidance for Contractors' section of the Terms & Conditions for the Cloud Computing Services SIN for guidance on identifying the appropriate deployment model according to the NIST service model definitions.



**FACTOR - Cloud Computing Services Service Model**

For each cloud computing service proposed to be categorized under a specific sub-category (IaaS, PaaS or SaaS), provide a written description of how the proposed service meets the NIST definition of that service model, within a half (1/2) page limitation for each cloud service submitted.

Refer to the 'Guidance for Contractors' section of the Terms & Conditions for the Cloud Computing Services SIN for guidance on categorizing the service into a sub-category according to the NIST service model definitions.

Note that it is not mandatory to select a sub-category, and therefore this factor for evaluation applies ONLY to cloud services proposed to fall under a specific sub-category. If no sub-category is selected, this factor does not need to be addressed. The two other factors ('Adherence to Essential Cloud Characteristics' and 'Cloud Computing Services Deployment Model') apply to all cloud services.

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

**1. SCOPE**

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

**2. ORDER**

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

**3. TIME OF DELIVERY**

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

**4. CANCELLATION AND RESCHEDULING**

- a. Terms and Conditions governing a Manufacturer's cancellation and rescheduling policies are as set forth in the price file description or, if provided, applicable Manufacturer's Training Catalog.
- b. The Ordering Activity reserves the right to substitute one student for another up to the first day of class.



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

## **5. FOLLOW-UP SUPPORT**

Follow-up support to training courses is not available under the scope of this schedule contract unless expressly set forth in an applicable Manufacturer's Training Catalog and, in that case, follow-up support shall be provided as stated therein.

## **6. PRICE FOR TRAINING**

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

## **7. INVOICES AND PAYMENT**

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

## **8. FORMAT AND CONTENT OF TRAINING**

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

## **9. "NO CHARGE" TRAINING**

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

None.





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

**PREAMBLE**

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

**COMMITMENT**

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Josh Longacre  
Vice President  
603-676-3600  
[josh@lyme.com](mailto:josh@lyme.com)  
fax 603-795-4800.



**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL ACQUISITION SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Acquisition Schedule Contract(s) \_\_\_\_\_.

Federal Acquisition Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Acquisition Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Acquisition Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

\*SPECIAL BPA DISCOUNT/PRICE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Acquisition Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*

### BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Acquisition Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Acquisition Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Acquisition Schedule Contract.

Participation in a Team Arrangement is limited to Federal Acquisition Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.



- Federal Acquisition Schedule Contractors may individually meet the customer's needs, or -
- Federal Acquisition Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

---

## **GSA Products and Services Pricelist:**

**Please browse GSA Advantage! Via the Internet at**  
**<https://www.gsaadvantage.gov>**

**or**

Visit our website at **<http://www.lyme.com>** and click on the GSA button.

---

## **HELP LINKS**

For general questions regarding MAS IT Schedule 70 Contracting:

Customer Service

**Phone: 1-877-446-IT70 (4870)**

**Email: [IT.Center@gsa.gov](mailto:IT.Center@gsa.gov)**

For questions regarding eOffer submission or Certifications:

Vendor Support Center

**visit [www.gsa.gov/vsc](http://www.gsa.gov/vsc)**

**Phone: 1-877-495-4849**

For general questions regarding HSPD 12:

**Email:**

**[hspd12@gsa.gov](mailto:hspd12@gsa.gov)**

**Phone: 1-703-605-2727**

For general questions regarding COMSATCOM:

**Email:**

**[fasnetworkservice@gsa.gov](mailto:fasnetworkservice@gsa.gov)**

**Phone: 1-877-387-2001**

For general questions regarding FASt Lane Pilot, Health IT, Cyber Security SINS:

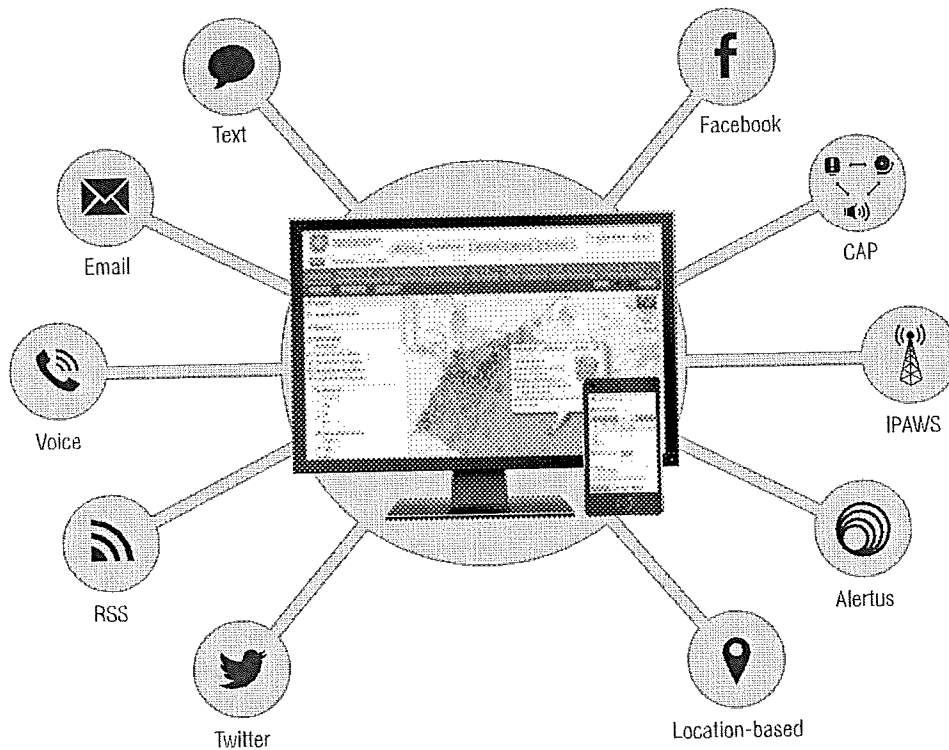
**Email: [fastlane@gsa.gov](mailto:fastlane@gsa.gov)**





# Emergency Notification That Works. From Anywhere, to Anywhere.

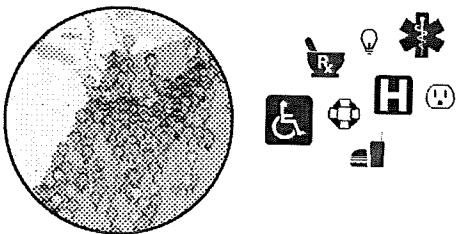
Improve community safety before, during, and after emergencies.



## Fast, Easy, Complete Internal and External Emergency Alerting

- **Trusted by Thousands of Organizations** – education, state and local government, and enterprise rely on Rave Alert as their Emergency Notification System.
- **Easy to Use** – 2-Click “SnapSend” from any computer, smartphone, or tablet sends alerts to all channels simultaneously.
- **Multi-Modal** – send alerts using voice, SMS, Email, social media, IPAWS-OPEN, RSS, and CAP supported systems.
- **Internal Alerts** – alert specific individuals or thousands of employees within seconds. Autoload and auto update contact lists to keep records up to date.
- **Most Reliable** – geo-redundant data centers connected to multiple carriers, carrier networks, and aggregators ensure delivery in every emergency scenario.

## Individuals Provide Registry Data. You Have 24/7 Access.



With Rave Alert your residents and commuters provide up to date registry information using a secure, online system. They can include any information they wish to share for emergency planning, response, and recovery.

People can also identify when and how they are alerted and communicated with before, during, and after emergencies. In your branded Public Portal, you can customize questions and other data input fields.

Rave Alert stores this information in secure data centers where you can access it any time for analysis, planning, and emergencies through flexible, map-based query tools.

## Collaborative National Database

Rave Alert shares registrations with Smart911, a national safety service of additional data for 9-1-1, in a secure national database. Citizens can opt-in to both, making their information available to 9-1-1 and emergency managers. The database's national scope facilitates local, regional, and national interoperability during larger emergencies.

## Proven Emergency Notification

Used by thousands of institutions and agencies, Rave Alert sends millions of messages daily and performs flawlessly in all critical situations.

With Rave Alert's citizen provided data you can:

- > **Create and save** interactive map-based queries to alert at-risk geographies or populations.
- > **Use real-time data** for resource planning and pre-emergency exercises.
- > **Deliver the right message** to the right person using their preferred communication method.
- > **Collect citizen responses** to alerts to adjust your on-going incident management.
- > **Target messages** to only affected recipients to help prevent "alert fatigue."

## Emergency Internal Alerts

Rave Alert's scalable, efficient, and easy to use infrastructure lets you take control of your internal emergency communications.

You can segment your organization into unlimited groups. With role based access controls, you can authorize multiple users to send alerts from any internet connected device.

We make it easy to manage your data. We autoload your contact lists and automatically update them when changes occur.

*"We would not have survived the tremendous demands on our communications office and the Judiciary in general during Superstorm Sandy without our Rave accounts. We kept the entire state, and especially the shore and the inland communities that were devastated by the storm, fully informed and updated all day, every day."*



WINNIE COMFORT  
DIRECTOR COMMUNICATIONS & COMMUNITY RELATIONS  
NEW JERSEY COURTS

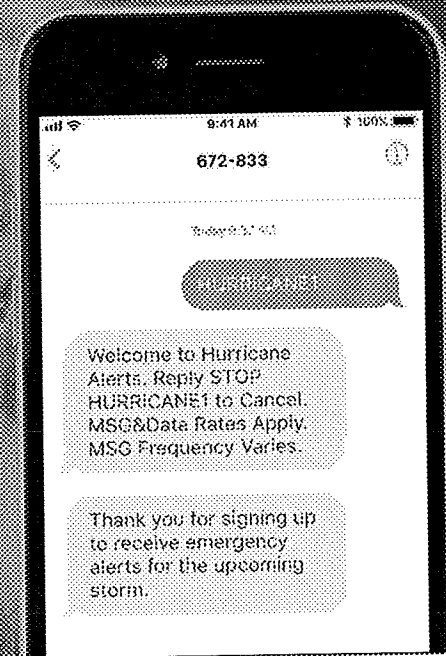
Contact Us Today to Learn More

888-605-7164 · [www.ravemobilesafety.com](http://www.ravemobilesafety.com) · [sales@ravemobilesafety.com](mailto:sales@ravemobilesafety.com)

**RAVE**  
MOBILE SAFETY

SMS Opt-In for Rave Alert™

Ensure Everyone  
is Protected  
With Rave Alert  
SMS Opt-in



## Easy SMS Opt-in Expands Access to Your Alerts and Increases Communication Coverage



SMS Opt-in, a Rave Alert add-on, provides an easy way for people – residents, commuters or visitors – to sign up for temporary or long term inclusion in your alert database.

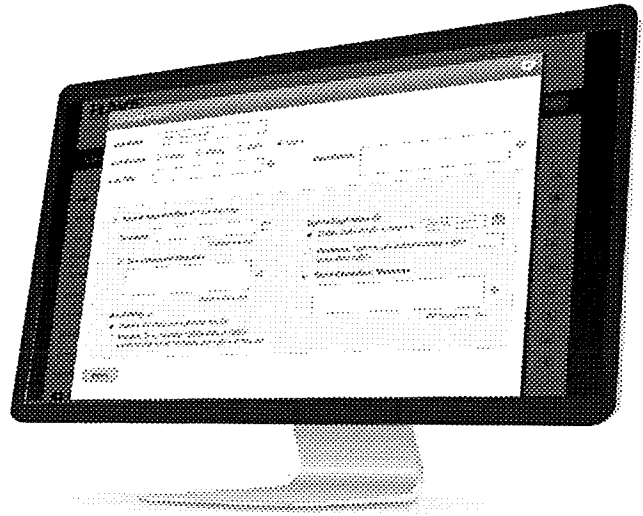
Members of your community opt-in to receive alerts using SMS and a keyword unique to your organization. You can use a keyword for multiple events and can have multiple keywords.

## IMPROVES YOUR CRITICAL COMMUNICATION COVERAGE

- › Easy sign up process for residents to sign up when it's top of mind.
- › Highlights your commitment to preparedness and safety for residents, commuters, and visitors.
- › Provides timely updates to a wider audience during a natural disaster or large scale event.
- › Sends targeted updates to people requesting them such as road closures or traffic incidents.
- › Automatic expiration for alerts needed only for a limited time window.

## YOUR ALERTS REACH A WIDER AUDIENCE

- › Severe weather notifications: citizens opt-in to receive important weather notifications.
- › Event or fair attendees: opt-in to receive event updates or cancellations.
- › Send targeted messages to those who request specific information or updates.
- › Visitors and tourists: temporarily opt-in for important local updates during their stay.



## FLEXIBLE EASY SET UP AND MANAGEMENT

- › Customizable welcome message.
- › Optional automatic expiration can be set to automatically expire SMS
- › Opt-in subscriptions on a specific date or after a specific duration.
- › Send custom expiration message when subscription expires.
- › Public Lists allow anyone to opt-in. They'll only receive alerts when their specific list is targeted on an alert.
- › Private Lists allow members of your organization to opt-in to specific alerts. Prevents people without an existing account from opting in.

# How Do You Locate Employees Without An App?

## 5 Geo-Polling Best Practices

**Jane Doe**

No, I need medical help.

[More Info >](#)

Are you OK?

- ☐ Yes
- ☒ No, I need medical help.
- ☐ No, I need transportation help.
- ☐ No, I need shelter or food.

Submit

**RAVE**  
MOBILE SAFETY

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## INTRODUCTION:

# Dangers for Traveling Employees are Increasing



During Hurricane Harvey, Business Continuity Planners and Safety Directors across the globe struggled to determine the status of their teams in the southeast as the largest hurricane to make landfall in more than a decade impacted the Gulf Coast.

With over 100 mile winds and fast-moving flood waters, key personnel had to send multiple alerts, wait for responses, and manually sort through responses in order to locate employees and check on their wellbeing.

Not only were there discrepancies between the number of alerts sent and the number of responses received, but the time it took to manually sort through responses meant many employees in the affected area did not receive the assistance they needed nor instructions on how to remain safe.

Hurricane Harvey was not a unique event. Dangers for traveling employees are increasing<sup>1</sup>, and not only due to more natural disasters occurring each year. Events such as terrorist attacks, transportation disasters, and civil unrest lead to concerns about who is at risk and where they are located.

According to a 2016 Ipsos MORI survey<sup>2</sup>, 72% of organizations acknowledge the increasing risk of danger for traveling employees. However, fewer than half have increased their investment in risk management to mitigate the dangers, or expect to do so in the future.



## **THE PROBLEM OF LOCATING A MOBILE WORKFORCE**

Having procedures in place to account for all employees after an emergency is required by law for businesses with ten or more employees<sup>3</sup>, but compliance with the law is not straightforward for businesses with a large mobile workforce based in multiple locations or traveling the world.

As was witnessed during Hurricane Harvey, attempts to contact traveling employees can be difficult. Delayed responses, free-form responses, a lack of responses and non-geo specific responses can create more challenges than they solve. For large organizations, the resources required to locate employees and check on their wellbeing can be significant - and not always successful.

Being unable to contact an employee after a disaster situation constitutes a failure in the business's duty of care for employees; and, in addition to the legal risk, businesses also face reputational risk. A business's action before, during, and after an emergency will likely influence the relationship with its whole workforce and the greater public at large.



In order to accurately view employee's locations employers have to work off of their employees' fixed location. They can track that an employee works out of one office, or is badged into another office, and use that location to send targeted notifications. Unfortunately, these locations are not updated in real-time. They do not provide the employee's location in that moment and fail to account for the ever increasing mobile workforce.

In an attempt to view the current location of mobile, remote, and traveling employees, more and more organizations are adopting mobile apps. Mobile apps offer a variety of tools and services to employees and organizations, but they are not a comprehensive solution for locating employees during an incident. Many organizations struggle to get high adoption rates. Without greater participation, employers are left with few options for quickly obtaining employees location outside of a mobile app.

These location tracking gaps during a critical incident can lead to substantial losses to the business, and could potentially place employees and personnel at risk of physical injury or death. Whether the loss would be financial, or would cause harm to a business's reputation, the issue can be mitigated with a polling feature that enables organizations to collect the respondent's location with each poll response.



## **SOLICIT EMPLOYEE REAL-TIME LOCATION AND RESPONSE WITHOUT AN APP**

Unlike previous attempts at location-tracking solutions, Rave Alert's geo-poll feature does not rely on mobile apps. You can solicit required information with simple poll questions via SMS, email and voice calls. You can collect and organize the answers in reports for easy analysis and action. When needed, you can request a recipient's location with their answer. As a result, every individual's status is in your hands and their location on the map.

If a similar natural disaster like Hurricane Harvey strikes again, key personnel at global organizations can locate and respond faster through the geo-polling functionality.

With news that a hurricane is making landfall, employees can send out targeted alerts to their employees to see if they are okay or need assistance. An employee can easily respond with their status and include their location. For anyone who needs assistance, key personnel can view who they are, where they are, and trigger two way communications to communicate and coordinate further.

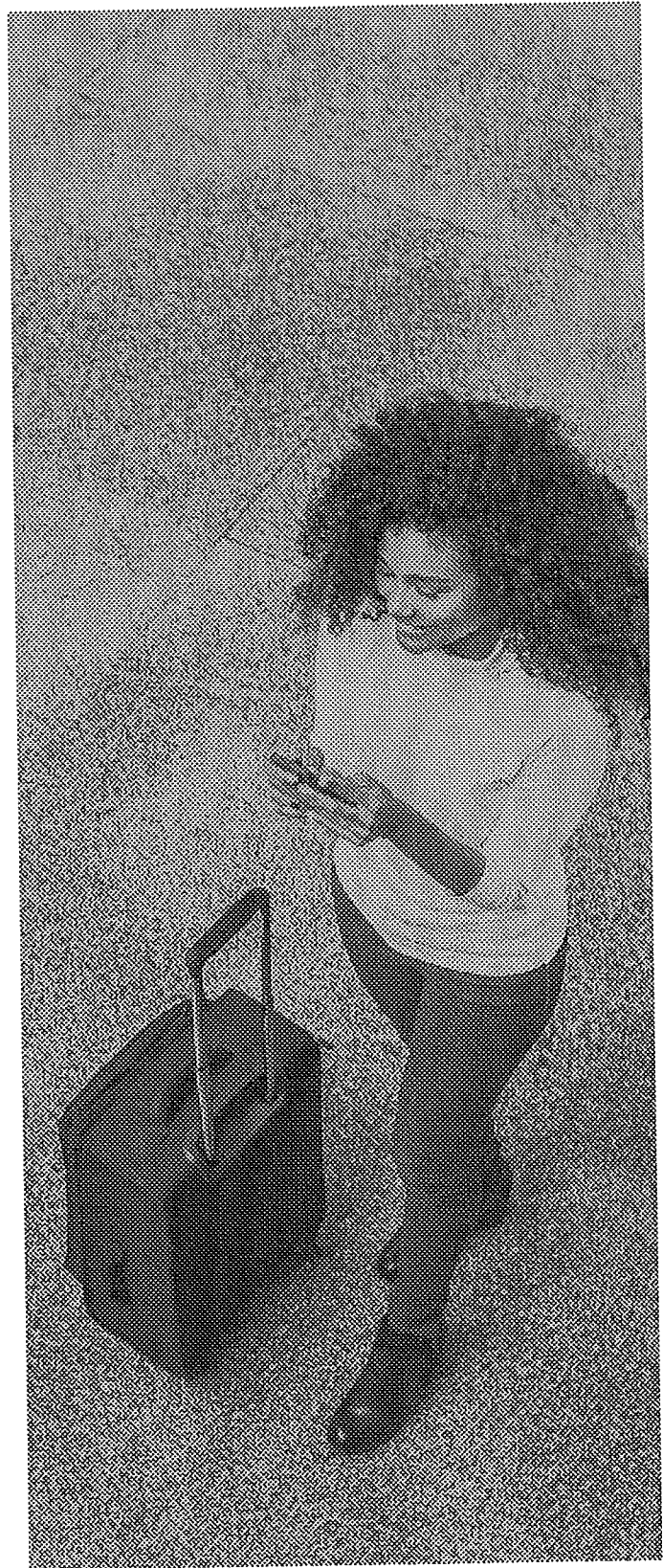
If employees do not respond, you can send an automatic follow up alert to the individuals who didn't respond and require a response that they received the message. By requiring a response, you can ensure everyone is accounted for.

If the incident requires additional staff and resources to respond on the ground or into headquarters, you can send a poll to see who is available to work overtime and staff the necessary shifts. If you only need a certain number of respondents, you can automatically stop after a certain number of responses or certain time period. If someone responds after the poll is closed, they will receive a message that the shift has been filled so there is no confusion as to whether people need to come in and work or not.

If you require timely incident response, your staffing request poll can request location so you can see the locations of the respondents to determine who can respond most quickly and should be dispatched.

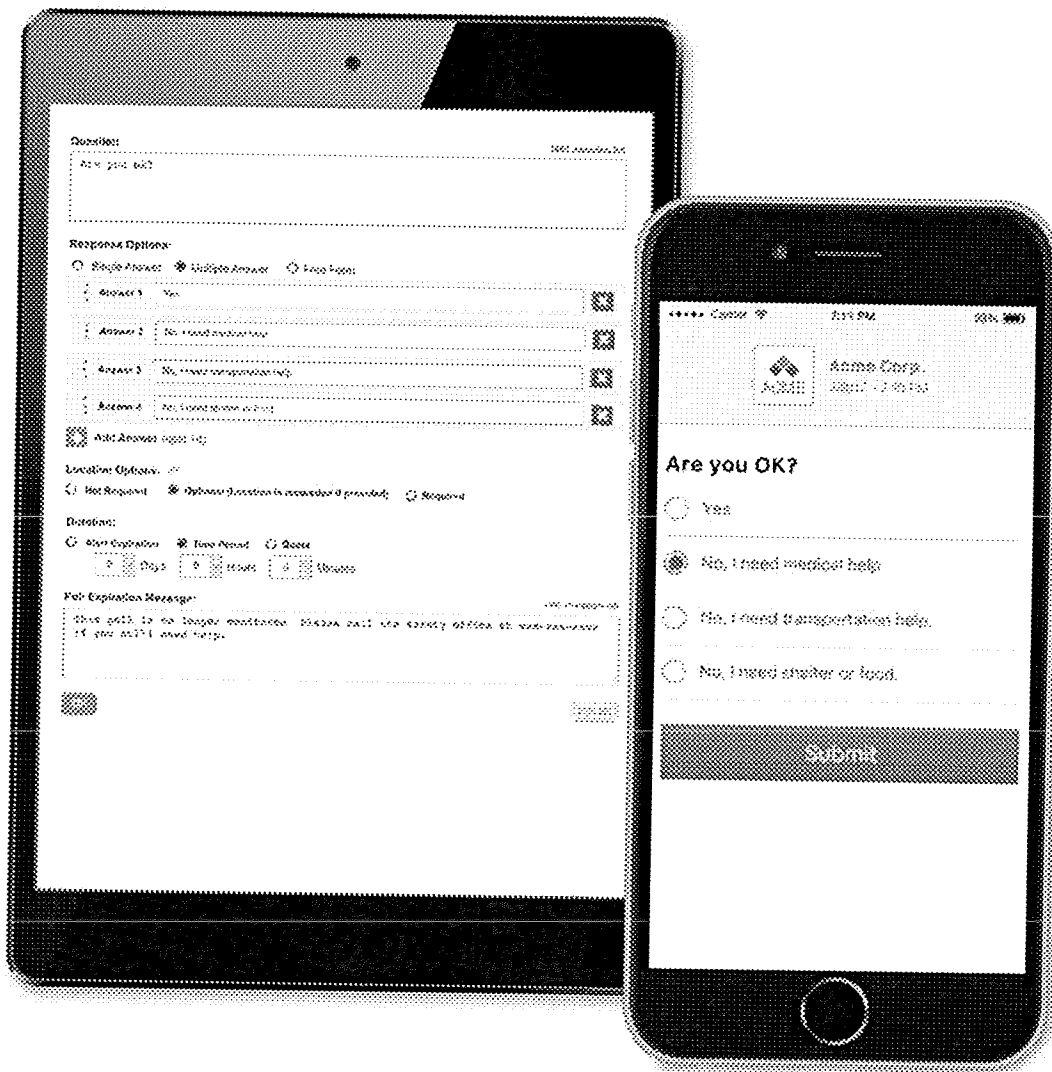
When coordinating with employees in harm's way, you can leverage geo-poll to receive real-time updates on their location to facilitate their safe return home.

With geo-polling, organizations can collect real-time information from recipients to make the right decisions for a rapid response.



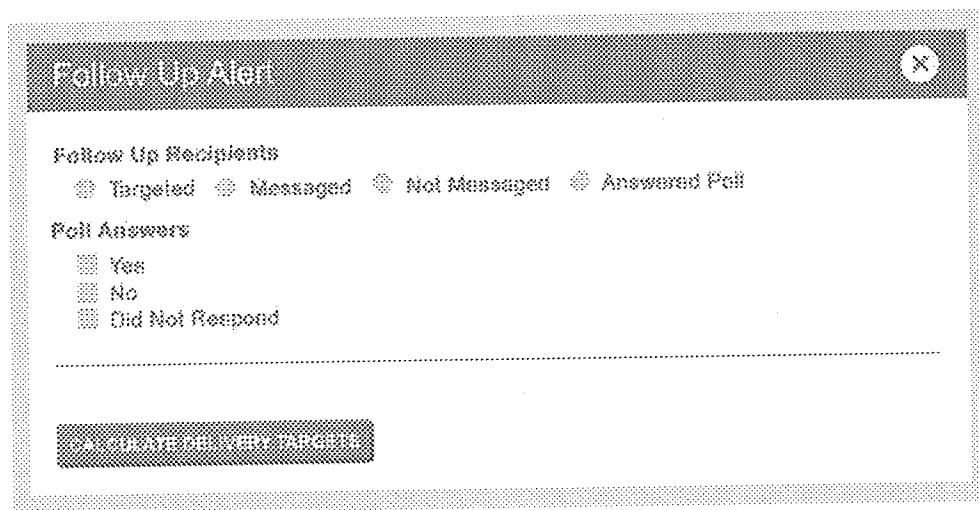
# HOW RAVE'S GEO-POLL FEATURE WORKS

Rave Alert users can select "Polling" as an alert send option. Once the "Polling" option is selected, users can write a question and select whether the question should be responded to with a single answer, a multiple response answer, or a freeform answer. For example:



Geo-poll messages are delivered by SMS text, email and voice broadcast. Employees receiving a message by SMS text and email will have a link to click on in order to reply to the poll, while employees receiving the message by voice broadcast respond to the questions by selecting the appropriate numbers on their mobile device's keypad.

Responses to the geo-poll appear in an alert report, from which administrators can identify employees in need of help, what type of help they need, and employees who have not responded to the initial poll. Based on the responses, administrators can determine their next course of action or send a follow-up alert targeting employees who did not answer the poll, or those who chose a particular answer.



**Follow Up Alert**

**Follow Up Recipients**

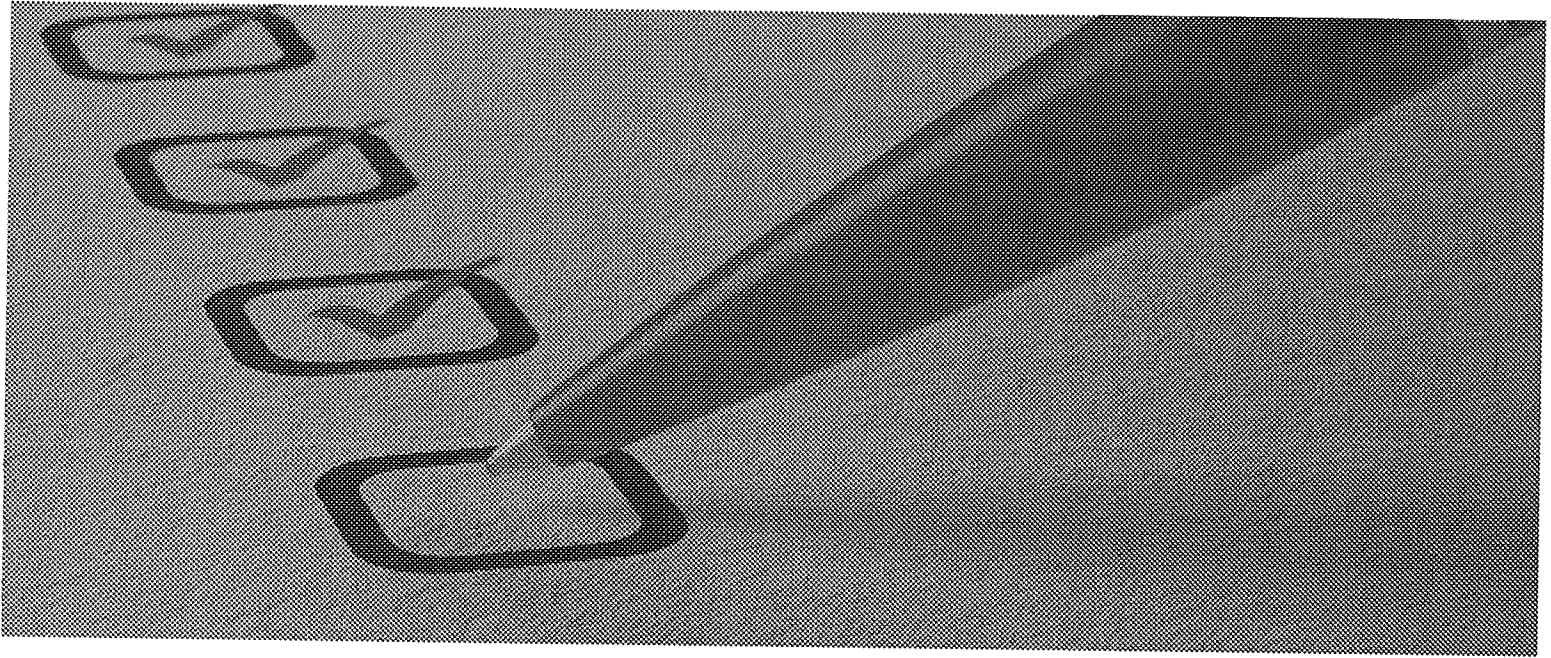
☐ Targeted ☐ Messaged ☐ Not Messaged ☐ Answered Poll

**Poll Answers**

☐ Yes  
☐ No  
☐ Did Not Respond

**CALCULATE DELIVERY TARGETS**

With the geo-poll location feature, the location of each responding employee is displayed on a map on the Rave Alert dashboard. The map provides the exact location of the employees for response teams. With this real-time location data, employees can have peace of mind that their organizations can locate them and send help wherever they are located.



## **5 BEST PRACTICES FOR LEVERAGING EMPLOYEE LOCATION WITHOUT AN APP**

In order to maximize the effectiveness of geo-polling for the purpose of locating employees and checking on their wellbeing following a disaster situation, we recommend the following 5 best practices for leveraging employee location without an app.

- ①** Keep the answer options on your initial poll as clear and minimalistic as possible. In disaster situations, people react differently. Assume not all of your employees will have the clarity of thought to respond to a complex, multi-answer poll. Structure the initial poll for easy understanding and simple responses. More details can be sought once initial responses are received.
- ②** When subsequent polls are sent, make it clear they are follow-up polls and not a repeat of the initial poll. If your employees - who may be confused due to the disaster situation - believe the second poll is a repeat of the first, they may ignore it. Consequently, although you know where they are, you may not be able to organize the correct type of help for them.

- ③ Request that every poll is acknowledged, even when employees are safe and no assistance is required. By eliminating employees from your poll group who do not need help, you will be able to dedicate your resources to helping those that do, or to locating those who are yet to respond to your initial message.
- ④ Avoid using geo-polls when not necessary. Over-use of the system can result in “alert fatigue”, resulting in employees ignoring the poll messages.
- ⑤ Due to the volume of “noise” that typically follows a disaster situation; we strongly recommend employees assign a unique ring tone to messages originating from the Rave Alert system. A practical demonstration of the geo-poll feature should be included as part of each employee’s training in order for them to become familiar with how to respond to a poll message in an emergency.

Global threats put employees at risk and organizations need to be prepared for natural disasters, workplace violence, terrorist attacks, and civil unrest across the world. With geo-polling, every employee’s status is in your hands and with their location on the map; you can protect and keep them safe.

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<sup>1</sup>Increasing Dangers for Travelling Employees

<sup>2</sup>Ipsos MORI - Business Travel Risks on the Rise

<sup>3</sup>OSHA Emergency Action Plans (29 C.F.R. 1910.36)

## **RAVE ALERT'S NEW GEO-POLL FEATURE**

Rave Alert's geo-poll feature gives business's the information they need to make more effective response decisions. Rave Alert has always supported two-way messaging to help administrators better manage emergency situations, but the new geo-poll feature organizes incoming responses in a way that makes patterns and location easier to identify, analyze and act on.

## **RAVE ALERT**

With Rave Alert, you can send unlimited messages, to unlimited recipients, with an easy to use interface accessible from any internet connected device. With two clicks, Rave Alert sends multi-modal messages via text, email, voice, WebEOC, digital signage and more. With on-going proactive freshness checks, Rave Alert sends the right message to the right user every time. With unmatched performance, Rave Alert sends 2,000 SMS messages per second and ½ billion messages a year.

# **SEE A LIVE DEMO**

**[www.ravemobilesafety.com/rave-alert-product/](http://www.ravemobilesafety.com/rave-alert-product/)**

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