

**GENERAL SERVICES ADMINISTRATION
Federal Supply Service - AUTHORIZED FSS PRICELIST
Multiple Award Schedule Solicitation 47QSM20R0001
Contract #GS-35F-465GA**

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Lebanon, NH 03766
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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>

GSA Schedule #MAS - Refresh Number: 0002

Code F, Large Category Title: Information Technology

F02. IT Hardware Subcategory

SIN 33411: Purchasing of New Electronic Equipment

SIN 811212: Computer and Office Machine Repair and Maintenance

F04. IT Software Subcategory

SIN511210: Software Licenses

SIN 54151: Software Maintenance Services

F06: IT Training Subcategory

SIN 611420: Information Technology Training

Code G, Large Category Title: Miscellaneous

G06. Miscellaneous SINs Subcategory

SIN OLM: Order-Level Materials (OLM)

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

NAICS: 423430 / 541519

Price List Updated Thru Lyme Computers Mod #R1592, GSA Mod 0203, July 17, 2020

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

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

The minimum dollar value of orders to be issued is **\$100.00**. For more information on ordering from FSS Schedules click on the FSS Schedule button at fss.gsa.gov

FSC/PSC Codes: 7010, 7030, J070, U012, 0000

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
33411	Purchase of New Electronic Equipment	See GSA Advantage! website: https://www.gsaadvantage.gov and Lyme Computer Systems, Inc. website: http://www.lyme.com
811212	Computer and Office Machine Repair and Maintenance	
511210	Software Licenses	
54151	Software Maintenance Services	
611420	Information Technology Training	
OLM	Order-Level Materials	

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
33411	\$0.01	332-2823	Dell MPS TMS Test SKU - B2360dn 8.5K Toner - Setlike 332-2318
811212	\$0.01	4L40E68560	Lenovo LIC KEY UPG PROT PUB NC
511210	\$0.01	01-5DFD-0160	Ipswitch WU GOLD PREM 25 UPG TO DIST REM 25 FED
54151	\$0.01	FM-4ZZW-0000	Ipswitch CUSTOM NEVERFAIL IMPLEMENTATION SVC
611420	\$295.00	NM-3BFX-0180	Ipswitch ON DEMAND WHATSUP GOLD PWR BOOST
OLM	N/A	N/A	N/A

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 33411 - Purchasing of New Electronic Equipment
Special Item Number 811212 – Computer and Office Machine Repair and Maintenance
Special Item Number 511210 - Software Licenses
Special Item Number 54151 - Software Maintenance Services

b. **The Maximum Order value for the following Special Item Number (SIN) is \$250,000:**
Special Item Number 611420 - Information Technology Training

c. **The Maximum Order value for the following Special Item Numbers (SIN) is \$0:**
Special Item Number OLM - Order-Level Materials (OLM)

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

4. Geographic coverage (delivery area): **domestic delivery only. Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.**

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	France	Ireland	Morocco	Sweden
Belgium	Germany	Israel	Netherlands	Switzerland
Cambodia	Great Britain	Italy	Poland	Taiwan
Canada	Haiti	Japan	Singapore	United States
Czech Republic	Hong Kong	Malta	Slovak Republic	
Finland	Hungary	Mexico	South Korea	

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	France	Ireland	Morocco	Sweden
Belgium	Germany	Israel	Netherlands	Switzerland
Cambodia	Great Britain	Italy	Poland	Taiwan
Canada	Haiti	Japan	Singapore	United States
Czech Republic	Hong Kong	Malta	Slovak Republic	
Finland	Hungary	Mexico	South Korea	

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:

33411	30 Days, EXCEPT: 60 Days for all Dell
811212	10 Days
511210	10 Days
54151	10 Days
611420	As agreed upon between the contractor and the ordering activity
OLM	N/A

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.
240 Mechanic Street, Suite 301
Lebanon, NH 03766**

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., 240 Mechanic Street, Suite 301, Lebanon, NH 03766.**
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/. 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.

TERMS AND CONDITIONS FOR ALL IT CONTRACTORS

1) Organizational Conflicts of Interest

a) Definitions.

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

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

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

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

2) Services Performed

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

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

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

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

4) Warranty

- a) Unless otherwise specified in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b) The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements, if applicable.
- c) Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

CODE F, Large Category: Information Technology

F02. IT HARDWARE SUBCATEGORY

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)

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

NOTE: Subject to Cooperative Purchasing

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

NAICS:

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

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

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

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 33411.

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, 240 Mechanic Street, Suite 301, Lebanon, NH 03766
- 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 OFFICE MACHINE REPAIR AND MAINTENANCE (SPECIAL ITEM NUMBER 811212)

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

NOTE: Subject to Cooperative Purchasing

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

NAICS:

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

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 maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Lyme Computer Systems, 240 Mechanic Street, Suite 301, Lebanon, NH 03766, 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 811212). 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 the Information Technology Category.
- 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 the contract.

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

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 GSA 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/OEM'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/OEM'S FACILITY

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

(b) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without 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 terms defined in the GSA Price List, rates negotiated at the task level 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 current commercial pricelist, 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.

F04. IT SOFTWARE SUBCATEGORY

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

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

- 1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available shall be available during specified hours.
 - a) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central, Mountain or Pacific time.
- 2) Descriptions and Equipment Compatibility: Offerors shall include in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016) a complete description of each software product including the operating systems on which the software can be used. Also included shall be a brief, introductory explanation of the modules and documentation which are offered.
- 3) Right-to-Copy Pricing: Offerors shall insert the discounted pricing for right-to-copy licenses, if commercially available, in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

4) Utilization Limitations

- a) Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b) When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:
 - i. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - ii. Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - iii. Except as provided above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - iv. The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - v. "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
 - vi. Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks

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

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

TERMS AND CONDITIONS APPLICABLE TO TERM AND PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)

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

NOTE: Subject to Cooperative Purchasing

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

NAICS:

NAICS Number	Description	Business Size
511210	Software Publishers	\$41.5 million

Instructions:

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

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

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

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

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

1.) Specific Instructions for SIN 511210 - Software Licenses

- a. Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.
- b. Contractors are encouraged to offer SIN 54151 Software Maintenance Services in conjunction with SIN 511210 - Software Licenses.
- c. Conversion From Term License To Perpetual License
 - i. When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.
 - ii. When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.
 - iii. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
 - iv. When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.
- d). Term License Cessation
 - i. After a software product has been on a continuous term license for a period of months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for

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

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

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

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

e.) Utilization Limitations for Perpetual Licenses

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

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

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

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

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

2. When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software

license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151)

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

NOTE: Subject to Cooperative Purchasing

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

NAICS

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

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

F06. IT TRAINING SUBCATEGORY

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY TRAINING (SPECIAL ITEM NUMBER 611420)

SIN 611420 Information Technology Training. Includes training on hardware, software, cloud, and other applicable systems.

NOTE: Subject to Cooperative Purchasing

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

NAICS

NAICS Number	Description	Business Size
611420	Computer Training	\$12 million

Instructions:

1) Specific Instructions for SIN 611420 - Computer Training

- a) Prepaid training tokens, credits, etc. shall not be permitted on this SIN.
- b) Offerors shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of the IT Category.
- c) Cancellation and Rescheduling
 - i) The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
 - ii) In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
 - iii) The ordering activity reserves the right to substitute one student for another up to the first day of class.
 - iv) In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

d) Follow-Up Support

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

e) Format and Content of Training

- i) Offerors shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.
- ii) If applicable, for hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- iii) Offerors shall provide each student with a Certificate of Training at the completion of each training course.
- iv) Offerors shall provide the following information for each training course offered:

- A) course title,
 - B) a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - C) length of the course;
 - D) mandatory and desirable prerequisites for student enrollment;
 - E) minimum and maximum number of students per class;
 - F) locations where the course is offered;
 - G) class schedules; and
 - H) price (per student, per class (if applicable)).
- v) For courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- vi) For Online Training Courses, a copy of all training material must be available for electronic download by the students.
- f) "No Charge" Training
- g) Offerors shall describe any training provided with equipment and/or software provided under this contract, free of charge on the GSA Price List (I-FSS-600 *CONTRACT PRICE LISTS (OCT 2016)*).

CODE G, Large Category: Miscellaneous

G06. COMPLIMENTARY SINS SUBCATEGORY

TERMS AND CONDITIONS APPLICABLE TO ORDER-LEVEL MATERIALS (SPECIAL ITEM NUMBER OLM)

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

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

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering

Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)

- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line

Item Number (CLIN)

- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

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

OLM Pricing:

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

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

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code: 0000
Maximum Order: \$250,000

NAICS

NAICS Number	Description	Business Size
000000	Generic NAICS Code for special SINs	N/A

Instructions:

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

- 27) IT Hardware
- 29) IT Software
- 31) IT Training

NOTE: More information related to the Order Level Materials SIN is available at gsa.gov/mascategoryrequirements

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
552.238-115	SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (MAY 2019)
SCP-FSS-007	SPECIAL PROPOSAL INSTRUCTIONS FOR ORDER-LEVEL MATERIALS SPECIAL ITEM NUMBER (DEC 2019)

**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
CEO

- (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 or 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

For questions regarding eOffer submission or Certifications:

Vendor Support Center

visit www.gsa.gov/vsc

Phone: 1-877-495-4849

For general questions regarding HSPD 12:

Email:

hspd12@gsa.gov

Phone: 1-703-605-2727

For general questions regarding COMSATCOM:

Email:

fasnetworkservice@gsa.gov

Phone: 1-877-387-2001

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

Email: fastlane@gsa.gov