



A Service Disabled Veteran Owned Small Business

GSA TEAMING AGREEMENT

THIS GSA TEAMING AGREEMENT, made and entered into with an effective date of August 24, 2016 by and between **FOUR POINTS TECHNOLOGY, LLC.**, a District of Columbia Limited Liability Company, having an office at 14900 Conference Center Drive, Suite 100, Chantilly, Virginia 20151 (hereinafter called "FOUR POINTS TECHNOLOGY") and **CSRA, LLC.**, having an office at 3170 Fairview Park Drive, Falls Church, VA 22042 (hereinafter called "Teaming Partner"), individually a "Party" and collectively the "Parties."

WHEREAS, FOUR POINTS TECHNOLOGY has need of certain products and/or services to be provided by Teaming Partner as set forth herein; and

WHEREAS, FOUR POINTS TECHNOLOGY desires Teaming Partner to provide said products and/or services to the Government from applicable GSA Schedules, all as herein particularly described, and Teaming Partner is willing to do so in accordance with the terms and conditions herein specified.

WHEREAS, FOUR POINTS TECHNOLOGY intends to submit a proposal to obtain a Team Lead prime contract Blanket Purchase Agreement (BPA) for Department of Homeland Security, Enterprise Computing Services (ECS) Cloud Computing Services.

NOW, THEREFORE, the Parties hereto agree as follows.

SECTION 1 - SCOPE OF WORK

- 1.1 **FOUR POINTS TECHNOLOGY** shall serve as the prime contractor and Team Leader under this Agreement. Teaming Partner shall serve as the Team Member under this Agreement. This Agreement shall be priced as stated on Exhibit A, and in accordance with the applicable GSA Schedule Contract. The Teaming Partner shall provide only commercial items and/or services under this Agreement, as defined at Federal Acquisition Regulation, Part 2.101.
- 1.2 Teaming Partner will deliver service(s)/products when ordered by the Government in orders issued to **FOUR POINTS TECHNOLOGY** under **FOUR POINTS TECHNOLOGY**' GSA Schedule Contract No. GS-35F-0553P, specifying the Teaming Partner's GSA Schedule Contract No. GS-35F-393CA for the particular subcontract line item ordered. For items ordered against Teaming Partner's GSA Schedule Contract, the Teaming Partner's GSA Schedule terms and conditions shall apply to those items.
- 1.3 **FOUR POINTS TECHNOLOGY**' technical representative for this Agreement is: Maia Hester.

SECTION 2 – TERM

- 2.1 The term of this Agreement shall be for the term of the **FOUR POINTS TECHNOLOGY** GSA Schedule Contract referred to in Paragraph 1.2 and any extensions or renewals thereof.

SECTION 3 – DELIVERABLES/DELIVERY DATES

- 3.1 Upon the placement of an order by the Government, the products/services set forth in Exhibit A shall be delivered by the Teaming Partner on the date stated in the order,



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- 3.2 The Government order shall cite the Teaming Partner's GSA Schedule Contract for Teaming Partner items included under FOUR POINTS TECHNOLOGY' GSA Schedule order.

SECTION 4 - PLACE OF PERFORMANCE

- 4.1 Teaming Partner place of performance under this Agreement shall be as required in the individual GSA orders.

SECTION 5 - INSPECTION and ACCEPTANCE

- 5.1 The Government shall perform inspection and acceptance on products/services delivered by the Teaming Partner.

SECTION 6 - CONTRACT PRICE AND INDUSTRIAL FUNDING FEE

- 6.1 FOUR POINTS TECHNOLOGY will deliver or cause Teaming Partner to deliver Teaming Partner services to the Government at Teaming Partner's current GSA Schedule Contract price, minus discounts approved by the Teaming Partner and as set forth in Attachment A. The cost to FOUR POINTS TECHNOLOGY for all Teaming Partner products/services shall be 0 % below the sell price to the Government.
- 6.2 After receipt of a Government delivery/purchase order for Teaming Partner's GSA products/services, FOUR POINTS TECHNOLOGY will issue a delivery/purchase order to the Teaming Partner for the items, and will attach a copy of the Government contract and or delivery order for the Teaming Partner's records.
- 6.3 The Teaming Partner is required to report all orders of its GSA Schedule line items to the Government, and to pay the 0.75% industrial funding fee owed to GSA on those items, per the terms of the Teaming Partner's GSA Schedule Contract.

SECTION 7 - SUBMISSION OF INVOICES AND PAYMENT

- 7.1 Teaming Partner shall bill FOUR POINTS TECHNOLOGY for products/services ordered and delivered, by invoicing the address set forth in the FOUR POINTS TECHNOLOGY delivery/purchase order. Teaming Partner invoices must include the following information:
- 1) Government contract and or delivery order number;
 - 2) Line items being invoiced including Teaming Partner part number, item description, quantity, unit price, and extended price (quantity multiplied by unit price) per item; and
 - 3) For services, the period of time for which services were performed and the number of hours and any "other fully burdened direct costs" incurred.
- 7.2 FOUR POINTS TECHNOLOGY shall pay the Teaming Partner within five (5) business days of receipt of payment for those same products/services from the Government.
- 7.3 Payment by FOUR POINTS TECHNOLOGY shall be subject to FOUR POINTS TECHNOLOGY' right to withhold payment of any part of the charges set forth therein that FOUR POINTS TECHNOLOGY may contest in good faith.

SECTION 8 - CHANGES

- 8.1 FOUR POINTS TECHNOLOGY may at any time, by written notice, make changes within the general scope of this Agreement in any one or more of the following: (i) specifications; (ii) method or point of delivery; (iii) place of performance; or (iv) schedule.



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- 8.2 Should any change pursuant to Paragraph 8.1 increase the cost or time required for performance, Teaming Partner will provide, within thirty (30) calendar days of notification of such change, a revised cost estimate reflecting the impact of the change. FOUR POINTS TECHNOLOGY and Teaming Partner agree to negotiate an expeditious settlement of the revised price, which they shall incorporate into this Subcontract.

SECTION 9 – TERMINATION/LIMITATION OF REMEDIES

- 9.1 For Default: Notwithstanding Paragraph 2.1, FOUR POINTS TECHNOLOGY may terminate the whole or any part of this Agreement if Teaming Partner fails to make progress so as to endanger the making of deliverables hereunder, fails to make deliveries as provided herein, or for inadequate or noncompliant performance. FOUR POINTS TECHNOLOGY agrees that it will provide written notice of its intent to terminate this Agreement for Default and shall permit the Teaming Partner ten (10) calendar days to show cause why the termination should not be effected.
- 9.2 For Convenience: Notwithstanding Paragraph 2.1, FOUR POINTS TECHNOLOGY may terminate this Agreement for its convenience by providing written notice to Teaming Partner. FOUR POINTS TECHNOLOGY' sole liability to Teaming Partner in the event of Termination for Convenience is payment for those products/services already provided pursuant to the pricing set forth on Exhibit A and all reasonable and actual costs incurred to the date of termination.
- 9.3 Except for claims based upon the infringement of proprietary rights or breach of confidentiality obligations, neither Party shall be liable to the other for any anticipatory profits; incidental, special, exemplary, statutory or consequential damages; loss of business opportunity; or any other claims as a result of termination under this Section. Such damages are expressly waived by Teaming Partner and excluded in any termination claim. Teaming Partner's termination claim must be submitted within thirty (30) days of the date of termination.

SECTION 10 – INDEMNITY

- 10.1 FOUR POINTS TECHNOLOGY and Teaming Partner agree to indemnify and hold the other harmless against all liability to third parties arising out of, or resulting from, their own acts or omissions.

SECTION 11 – NONPROSLEYTIZATION

- 11.1 Both team members agree to avoid the practice of proselytizing. Neither member will entice, encourage, offer special inducements, or otherwise recruit the employees of the opposite Party for a period of twelve (12) months from the expiration of this Agreement. This clause is not intended to restrict the individual right of employment but rather is intended to promote and preserve the Teaming Agreement and to prevent the team members from actively recruiting the employees of the opposite Party. However, either Party may hire an individual employed by the other who, without other solicitation, responds to employment advertising in newspapers, trade publications, web sites or other public commercial media. The Parties expressly acknowledge the materiality of this covenant.

SECTION 12 – FORM OF AGREEMENT

- 12.1 This Agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, employment agreement, partnership, or formal business organization of any kind, other than a contractor Teaming Agreement as set forth in FAR Part 9.6, and the rights and obligations of the parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent authorized herein. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both parties.



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SECTION 13 - CONFIDENTIAL INFORMATION AND NO CONFLICT OF INTEREST

- 13.1 Teaming Partner agrees that all information obtained, relating to FOUR POINTS TECHNOLOGY, its contracts, customers, course materials, plans and intentions shall be considered confidential and proprietary information, and Teaming Partner shall not, without FOUR POINTS TECHNOLOGY' express permission, divulge such information to others.
- 13.2 In carrying out the work described in this Agreement, Teaming Partner shall notify FOUR POINTS TECHNOLOGY immediately if it believes that any work required of it by FOUR POINTS TECHNOLOGY conflicts with work being undertaken for other clients.

SECTION 14 - COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAW

- 14.1 In the performance of this Agreement, FOUR POINTS TECHNOLOGY and Teaming Partner agree to comply with all applicable local, state and federal laws, executive orders and regulations issued pursuant thereto and each agrees to indemnify the other against any loss, cost, damage, or liability by reason of violation of this Section.

SECTION 15 - ATTACHMENTS

- 15.1 The following attachments are hereby incorporated into this Agreement:
- Exhibit "A" - Pricing and Included Products/Services

SECTION 16 - ORDER OF PRECEDENCE

- 16.1 In the event of an inconsistency or conflict between or among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
1. Body of this Agreement;
 2. Attachments or Exhibits to this Agreement, whether incorporated into this Agreement by reference or otherwise;
 3. FOUR POINTS TECHNOLOGY delivery/purchase order; and
 4. Government contract and or delivery order number.

SECTION 17 - PUBLICITY

- 16.1 No publicity or advertising regarding any proposal or contract under any FOUR POINTS TECHNOLOGY program or relating to this Agreement shall be released without the prior written approval of FOUR POINTS TECHNOLOGY. Any such publicity by FOUR POINTS TECHNOLOGY shall give due credit to the contribution of Teaming Partner.

SECTION 18 – ASSIGNMENT

- 18.1 This Agreement may not be assigned or otherwise transferred by either Party in whole or in part without express prior written consent of the other Party, which consent will not unreasonably be withheld. This consent requirement shall not apply in the event either Party shall change its corporate name or merge with another corporation.



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18.2 Subject to Paragraph 18.1, this Agreement shall benefit and be binding upon the successors and assigns of the parties hereto but any prohibited assignment shall be void.

SECTION 19 - AMENDMENT

19.1 This Agreement may be amended only by a written instrument executed by a duly authorized representative of each of the Parties.

SECTION 20 - NON-WAIVER

20.1 Neither FOUR POINTS TECHNOLOGY' review, approval, or acceptance of, nor payment for, any of the services required by this Agreement shall be construed to operate as a waiver of any rights or of any course of action available under the terms of this Agreement.

20.2 No delay or omission by either Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

SECTION 21 - SEVERABILITY

21.1 If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

SECTION 22 – ENTIRE AGREEMENT

22.1 This Agreement constitutes the entire understanding and agreement between the parties and supersedes and replaces all prior or contemporaneous understandings and agreements, written and oral, between the parties, regarding the matters covered herein.

SECTION 23 - APPLICABLE LAW/VENUE

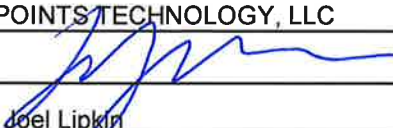
23.1 This Agreement is governed by and will be interpreted and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of law principles.


23.2 The parties agree that the state and federal courts located in Fairfax County, Virginia shall have exclusive jurisdiction and venue of all disputes arising in connection with this Agreement.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

FOUR POINTS TECHNOLOGY, LLC
By: 
Name: Joel Lipkin
Title: Chief Operating Officer
Date: 31 Aug 2016

CSRA, Inc.
By: 
Name: Vernon Taylor Sr.
Title: Senior Professional, Contracts
Date: 08/31/2016

Exhibits

Exhibit "A" - Pricing and Included Products/Services



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EXHIBIT A
PRICING AND INCLUDED PRODUCTS/SERVICES
TO
GSA TEAMING AGREEMENT
BETWEEN
FOUR POINTS TECHNOLOGY, LLC
AND
CSRA INC

1. Teaming Partner authorizes incorporation of its GSA Schedule Contract items into FOUR POINTS TECHNOLOGY' quotes/proposals to the Government and resulting delivery/purchase orders. All products/services contained in the Teaming Partner's GSA Schedule are eligible for incorporation by FOUR POINTS TECHNOLOGY, EXCEPT for the following:

2. Teaming Partner agrees to apply the following discount off its GSA Schedule price: 2 %. This discount will be reflected in the prices paid by the Government for Teaming Partner product/services orders resulting from this Agreement: