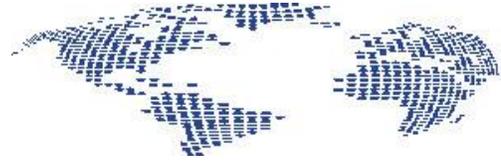




NEW WORLD APPS



GS-35F-0310P

NEW WORLD APPS, INC.

19955 Highland Vista Drive, Suite 150
Ashburn, VA 20147
DUNS #094763740
Fax: 703-997-4074

www.newworldapps.com

Phone: 703-723-2329

Contact NEW WORLD APPS Sales at: info@newworldapps.com

Multiple Award Schedule

Information Technology (IT) Professional Services
Schedule 70; SIN 132-51, SIN 132-51RC, and SIN 132-51 State and Local
Schedule 70; SIN 132-52, SIN 132-52RC, and SIN 132-52 State and Local
February 27, 2004 through February 26, 2014

NEW WORLD APPS, Inc. is a leading provider of FISMA-certified Secure Private Clouds and Secure Community Clouds, deployed in Secure Cloud Infrastructure-as-a-Service (IaaS), Secure Cloud Platform-as-a-Service (PaaS), and Secure Cloud Software-as-a-Service (SaaS) service models for government. NEW WORLD APPS also offers a full suite of Secure Managed Hosting services and Professional IT services for government. Active in over half of the cabinet-level U.S. federal government agencies, the U.S. Intelligence Community, U.S. Law Enforcement, and the Department of Defense, NEW WORLD APPS' disciplined processes and deployment of leading-edge security technologies help the company retain 100% customer satisfaction across its customer base. Founded in 1999, NEW WORLD APPS specializes in security-sensitive enterprise applications, and hosts some of the most successful enterprise SaaS applications delivered over the Internet today. NEW WORLD APPS is a wholly-owned subsidiary of Layered Technologies, Inc - for more information see www.layeredtech.com.



U.S. General Services Administration

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USA COMMITMENT TO PROMOTE

SMALL BUSINESS PARTICIPATION

PROCUREMENT PROGRAMS

**NEW WORLD APPS, INC.
GSA PRICE SCHEDULE**

NEW WORLD APPS CLOUD INFRASTRUCTURE-AS-A-SERVICE (IAAS) OFFERINGS

NEW WORLD APPS Cloud IaaS Services provide the use of managed virtualized computing resources on an hourly, monthly or long-term basis delivered from within secure world-class facilities in the continental U.S. Cloud Services are available configured in a secure private cloud, a secure community cloud, or a shared public cloud configuration. Cloud Services include:

- **NEW WORLD APPS Cloud Server Compute Resources Service**
Each increment of Cloud Server Compute Resources provides the use of a guaranteed increment of up to 4GB of memory and one CPU core.
- **NEW WORLD APPS Cloud Storage - Primary Storage Resources Service**
Each increment of Cloud Storage - Primary Storage Resources provides the use of up to 120GB of primary production storage capacity.
- **NEW WORLD APPS Cloud Server Management – Monitoring, Alerting, & O/S Administration Service** - Cloud Server Management provides 24x7 administration, monitoring and alerting of the underlying Cloud hardware infrastructure as well as the Cloud Server operating system(s) deployed.

MFR PART #	SERVICE OFFERING	PRICE
CloudComputeResources-4GB-1Core-1Mo	Cloud Server Compute Resources Service, Mthly	\$146.95/mo, plus
CloudComputeResources-4GB-1Core-StUp	Cloud Server Compute Resources Service, StUp	\$146.95 one-time
CloudComputeResources-4GB-1Core-Hrly	Cloud Server Compute Resources Service, Hrly	\$0.22/hour, plus
CloudComputeResources-4GB-1Core-StUp	Cloud Server Compute Resources Service, StUp	\$146.95 one-time
CloudStorage-120GB-1Mo	Cloud Storage - PrimaryStorageResServ, Mthly	\$48.95/mo, plus
CloudStorage-120GB-StUp	Cloud Storage - PrimaryStorageResServ, StUp	\$146.95 one-time
CloudStorage-120GB-Hrly	Cloud Storage - PrimaryStorageResServ, Hrly	\$0.07/ hour, plus
CloudStorage-120GB-StUp	Cloud Storage - PrimaryStorageResServ, StUp	\$146.95 one-time
CloudServerMgmt-1Mo	Cloud Server Management Services, Mthly	\$97.95/mo, plus
CloudServerMgmt-StUp	Cloud Server Management Services, StUp	\$97.95 one-time
CloudServerMgmt-Hrly	Cloud Server Management Services, Hrly	\$0.14/hour, plus
CloudServerMgmt-StUp	Cloud Server Management Services, StUp	\$97.95 one-time

NEW WORLD APPS CLOUD PLATFORM-AS-A-SERVICE (PAAS) OFFERINGS

NEW WORLD APPS Secure Dynamics CRM Cloud Platform Service provides a leading-edge Customer Relationship Management (CRM) solution delivered from within secure world-class Cloud Internet-delivery facilities and infrastructure in the continental U.S. Secure Dynamics CRM Cloud Platform solution is a purpose-built enterprise Customer Relationship Management (CRM) Community Cloud platform and CRM SaaS application environment sold by the Named User. U.S. federal government customers shall be housed exclusively with other U.S. federal government customers only. Twenty-five (25) Named User minimum. Dedicated Secure Private Cloud solutions dedicated to one single U.S. federal government entity are also available, additional charges may apply.

MFR PART #	SERVICE OFFERING	PRICE
CRM-Cloud-1NU-1Mo	Dynamics CRM Cloud Platform Service, Mthly	\$87.60/mo/User, plus
CRM-Cloud-1NU-StUp	Dynamics CRM Cloud Platform Service, StUp	\$190.50 one-time/User

NEW WORLD APPS CLOUD SOFTWARE-AS-A-SERVICE (SAAS) OFFERINGS

NEW WORLD APPS Managed Email and Spam Filtering Software-as-a-Service solutions provide commercial and government entities of all sizes with an integrated bundle of services which provide a turnkey production email messaging solution with robust 7x24 email defense, protection and high availability.

MFR PART #	SERVICE OFFERING NAME	PRICE
Contractor Part#(Cloud Codes): PA02, PA04, BA06, BA22 HostedEmail-1	Managed Email-as-a-Service Solution	\$10.21/month per Named User, plus \$9.31 one-time startup charge per Named User
Contractor Part #(Cloud Codes): PA02, BA06, BA22, BA32 ANTI-SPAM.12-10-149	Anti-spam & Anti-virus Filtering Service for 1yr, for 10-149 named users. Pricing per named user.	\$29.40/named user
Contractor Part #(Cloud Codes): PA02, BA06, BA22, BA32 ANTI-SPAM.12-150-299	Anti-spam & Anti-virus Filtering Service for 1yr, for 150-299 named users. Pricing per named user.	\$24.26/named user
Contractor Part #(Cloud Codes): PA02, BA06, BA22, BA32 ANTI-SPAM.12-300+	Anti-spam & Anti-virus Filtering Service for 1yr, for 300+ named users. Pricing per named user.	\$20.58/named user
OPT-EMailDR-10-149	Optional SMTP Disaster Recovery Service for 1yr, for 10-149 named users. Pricing per named user.	\$29.40/named user
OPT-EMailDR-150-299	Optional SMTP Disaster Recovery Service for 1yr, for 150-299 named users. Pricing per named user.	\$24.26/named user
OPT-EMailDR-300+	Optional SMTP Disaster Recovery Service for 1yr, for 300+ named users. Pricing per named user.	\$20.58/named user

NEW WORLD APPS SECURE MANAGED HOSTING SERVICE OFFERINGS

NEW WORLD APPS Managed Hosting and Professional IT Services provide commercial and government enterprises with secure production managed IT services.

MFR PART #	SERVICE OFFERING NAME	PRICE
HW/OS-Adm-1	7x24 Hardware and Operating System Administration Service, quantity one (1) device	\$289.10/month per device
HW/OS-Adm-2	7x24 Hardware and Operating System Administration Service, quantity two (2) devices	\$436.10/month per two devices, plus \$485.10 one-time startup charge
Contractor Part #(Cloud Codes): BA23 HostedServer-1	Managed Dedicated Server Solution, quantity (1) server	\$563.50/month per server, plus \$563.50 one-time startup charge

OPTIONAL NEW WORLD APPS MANAGED IT SERVICE OFFERINGS

NEW WORLD APPS Optional Managed IT Services are available for NEW WORLD APPS Cloud Infrastructure-as-a-Service (IaaS) customers, Cloud Platform-as-a-Service (PaaS) customers, Cloud Software-as-a-Service customers, and Secure Managed Hosting Customers.

MFR PART #	SERVICE OFFERING NAME	PRICE
OPT-TapeBU-30G	Optional Managed Tape Backup Administration, 30G/month Base Level Commitment	\$117.60/month, plus \$117.60 one-time startup charge
OPT-TapeBU-50G	Optional Managed Tape Backup Administration, 50G/month Base Level Commitment	\$132.30/month, plus \$117.60 one-time startup charge
OPT-TapeBU-150G	Optional Managed Tape Backup Administration, 150G/month Base Level Commitment	\$294.00/month
OPT-TapeBU-10G-I	Optional Managed Tape Backup Administration, incremental 10G/month of Data Backed Up	\$49.00/month per each 10G increment, or fraction thereof
OPT-TapeBU-CCF	Optional Managed Tape Backup Administration Tape Backup Client Connection Fee	\$343.00 per each server or device backed up after first (1 st server free), one-time price per device
OPT-TapeBU-DST	Optional Managed Tape Backup Administration, Data Storage Tape Usage Service	\$49.00 per tape utilized
OPT-ShMdFW	Optional Shared Managed Firewall Administration	\$44.10/month per device behind shared firewall
OPT-MgdVPN	Optional Managed VPN Service	\$24.50/month per managed VPN
OPT-Rack-1U	7x24 Managed & Controlled Rack Space	\$73.50/month per each 1U increment
OPT-Rack-2U	7x24 Managed & Controlled Rack Space	\$88.20/month per each increment of 2U's
OPT-Cab-3	Additional Self-locking Cabinet of 7x24 Managed & Controlled Rack Space	\$715.40/month per cabinet (requires sustained bandwidth utilization commitment of 1.0Mbps)
OPT-Addl-IP	Additional IP Addresses	\$1.96/month per each additional IP address, plus \$1.96 one-time startup charge
OPT-CCS	Optional Cross Connection Service	\$49.00/month per cross connection, plus \$49.00 one-time startup charge

OPTIONAL NEW WORLD APPS MANAGED SERVICE OFFERINGS (Continued)

MFR PART #	SERVICE OFFERING NAME	PRICE
OPT-MgBW-0.5	First increment of up to 0.500Mbps of Sustained 7x24 Monitored & Managed Bandwidth Utilization	\$392.00/month
OPT-MgBW-1.0	Each increment of up to 1.000Mbps of Sustained Bandwidth Utilization, or Bursted Bandwidth Utilization above Base Level Commitment	\$590.94/month

NEW WORLD APPS Optional Software Use Services provide the installation and metered monthly use of the following deployed enterprise software products:

SUS-WinStd-1PL	Software Use Service, MS WinSrvStd Processor	\$20.28/month, plus
SUS-WinStd-1PL-StUp	Software Use Service, Start-up	\$20.28 one-time
SUS-WinStd-1NU	Software Use Service, MS WinSrvStd Named User	\$4.05/ month, plus
SUS-WinStd-1NU-StUp	Software Use Service, Start-up	\$4.05 one-time
SUS-WinRDS-1NU	Software Use Service, MS WinRDS Named User	\$3.89/month, plus
SUS-WinRDS-1NU-StUp	Software Use Service, Start-up	\$3.89 one-time
SUS-MSSQL-1PL	Software Use Service, MSSQLServer Processor	\$228.42/ month, plus
SUS-MSSQL-1PL-StUp	Software Use Service, Start-up	\$228.42 one-time
SUS-MSSQL-1NU	Software Use Service, MSSQLServer Named User	\$8.20/month, plus
SUS-MSSQL-1NU-StUp	Software Use Service, Start-up	\$8.20 one-time
SUS-MSFUAG-1NU	Software Use Service, MS Forefront UAG Named User	\$.69/month, plus
SUS-MSFUAG-1NU-StUp	Software Use Service, MS Forefront UAG, Start-up	\$.69 one-time
SUS-MSDCRM-1NU	Software Use Service, MS Dynamics CRM Named User	\$16.90/ month, plus
SUS-MSDCRM-1NU-StUp	Software Use Service, MS Dynamics CRM, Start-up	\$16.90 one-time

NEW WORLD APPS HOURLY PROFESSIONAL IT SERVICES - LABOR CATEGORIES

NEW WORLD APPS outsourced Professional Information Technology Services provide hourly professional IT services across the following labor categories:

MFR PART #	HOURLY IT SERVICES LABOR CATEGORY	HOURLY RATE
HRLY-AppEng-03	Hourly Application Engineer	\$ 78.40 per hour
HRLY-SysAdm-03	Hourly Systems Administrator	\$ 93.10 per hour
HRLY-DBA-03	Hourly Database Administrator	\$ 98.00 per hour
HRLY-SrSysEng-03	Hourly Senior Systems Engineer	\$117.60 per hour
HRLY-SrNetSecEng-03	Hourly Senior Network Security Engineer	\$117.60 per hour

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: 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.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

SIN 132-51RC - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: 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.

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SIN 132-51STLOC - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: 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.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FPDS Code D304	Value Added Network Services (VANs)
FPDS Code D304	E-Mail Services
FPDS Code D304	Internet Access Services
FPDS Code D304	Navigation Services
FPDS Code D399	Other Data Transmission Services, Not Elsewhere Classified - Except “Voice” and Pager Services

SPECIAL ITEM NUMBER 132-52RC - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FPDS Code D304	Value Added Network Services (VANs)
FPDS Code D304	E-Mail Services
FPDS Code D304	Internet Access Services
FPDS Code D304	Navigation Services
FPDS Code D399	Other Data Transmission Services, Not Elsewhere Classified - Except “Voice” and Pager Services

SPECIAL ITEM NUMBER 132-52STLOC - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FPDS Code D304	Value Added Network Services (VANs)
FPDS Code D304	E-Mail Services
FPDS Code D304	Internet Access Services
FPDS Code D304	Navigation Services
FPDS Code D399	Other Data Transmission Services, Not Elsewhere Classified - Except “Voice” and Pager Services

NEW WORLD APPS, Inc.
19955 Highland Vista Drive, Suite 150
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Phone: 703-723-2329. Fax: 703-997-4074
www.newworldapps.com

Contract Number: GS-35F-0310P

Period Covered by Contract: February 27, 2004 through February 26, 2014

General Services Administration
Federal Supply Service

Pricelist current through Modification Modification #9, dated April 30, 2012.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

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.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractor's ordering address is below:

**Attn: Contracts Administration
NEW WORLD APPS, Inc.
1995 Highland Vista Drive, Suite 150
Ashburn, VA 20147**

Contractor's Accounts Receivable address is below:

**Attn: Accounts Receivable
NEW WORLD APPS, Inc.
1995 Highland Vista Drive, Suite 150
Ashburn, VA 20147**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

NEW WORLD APPS, Inc. technical and ordering telephone number: 703-723-2329

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 09-476-3740

Block 30: Type of Contractor - Large Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1957476

4a. CAGE Code: none

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-51</u>	<u>14</u> Days
<u>132-51STLOC</u>	<u>14</u> Days
<u>132-51RC</u>	<u>14</u> Days
<u>132-52</u>	<u>14</u> Days
<u>132-52STLOC</u>	<u>14</u> Days
<u>132-52RC</u>	<u>14</u> Days

NEW WORLD APPS shall commence delivery of Professional IT Services at whatever delivery date commencement is specified in the ordering activity's Statement of Work, or if not specified in the statement of work, as soon as 14 days ARO. NEW WORLD APPS can provide delivery of services commencing as soon as one day ARO if specified in the ordering activity's statement of work.

b. URGENT REQUIREMENTS: When the Federal Supply 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.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 1 % - 10 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity Discount: Additional 5% discount off of the labor category hourly rate for each labor category order of 2,000 hours/year or more in that labor category.
- c. Dollar Volume: Not available
- d. Government Educational Institutions: Additional Government Educational Institutions discounts are not available. Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other Discounts: None

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

This schedule does not contemplate international shipments of products or equipment.

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:
 - Special Item Number 132-3 - Leasing of Product
 - Special Item Number 132-4 - Daily / Short Term Rental
 - Special Item Number 132-8 - Purchase of Equipment
 - Special Item Number 132-9 - Purchase of Used or Refurbished Equipment
 - Special Item Number 132-12 - Equipment Maintenance
 - Special Item Number 132-32 - Term Software Licenses
 - Special Item Number 132-33 - Perpetual Software Licenses
 - Special Item Number 132-34 - Maintenance of Software as a Service
 - Special Item Number 132-51 - Information Technology Professional Services
 - Special Item Number 132-52 - Electronic Commerce (EC) Services
 - Special Item Number 132-53 - Wireless Services
 - Special Item Number 132-54 - Commercial Satellite Communications (COMSATCOM) Transponded Capacity
 - Special Item Number 132-55 - Commercial Satellite Communications (COMSATCOM) Subscription Services
- b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:
 - Special Item Number 132-50 - Training Courses
- c. The Maximum Order for the following Special Item Numbers (SINs) is \$1,000,000:
 - Special Item Number 132-60A-F - Access Certificates for Electronic Services (ACES) Program
 - Special Item Number 132-61 - Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program
 - Special Item Number 132-62 - HSPD-12 Product and Service Components
- d. The Maximum Order for the following Special Item Numbers (SINs) is \$150,000:
 - Special Item Number 132-100 - Ancillary Supplies and/or Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

The terms and conditions of this contract shall apply only to orders for installation, maintenance and repair of equipment located within the 48 contiguous States of the United States, and the District of Columbia.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each

contractor(team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. 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.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.newworldapps.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

—

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT 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.

10. 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.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. 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)
- b. The Ordering Activity shall assign an impact level (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*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. 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*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

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.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the items listed below.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Services below do not include formal classroom training on the installation, operation, maintenance, and engineering interface for the services offered.

14. MONTHLY REPORTS

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

15. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

Minimum order requirements apply to some service offerings, per service descriptions below.

(b) Describe charges, if any, for additional usage guidelines.

Additional charges may apply for some usage requirements as described in service descriptions below.

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

No corporate volume discounts apply.

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

PREAMBLE

(Name of Company) 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:

John Streeten, NEW WORLD APPS, Inc, at phone number: 703-723-2329 or jstreeten@newworldapps.com, or fax number: 703-997-4074.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

NEW WORLD APPS, Inc.

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

Federal Supply 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 Supply 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

NEW WORLD APPS, Inc.
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply 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
<u>HRLY-Sr-Sys-Eng-03</u>	<u>To be determined</u>
<u>HRLY-Sys-Adm-02</u>	<u>To be determined</u>
<u>HRLY-Db-Adm-03</u>	<u>To be determined</u>
<u>HRLY-Sr-Net-Sec-Eng-03</u>	<u>To be determined</u>
<u>HRLY-App-Eng-02</u>	<u>To be determined</u>
<u>Anti-Spam.12-10-149</u>	<u>To be determined</u>
<u>Anti-Spam.12-150-299</u>	<u>To be determined</u>
<u>Anti-Spam.12-300+</u>	<u>To be determined</u>
<u>SMTP.12-10-149</u>	<u>To be determined</u>
<u>SMTP.12-150-299</u>	<u>To be determined</u>
<u>SMTP.12-300+</u>	<u>To be determined</u>
<u>HW/OS-Adm-1</u>	<u>To be determined</u>
<u>HW/OS-Adm-2</u>	<u>To be determined</u>
<u>HW/OS-Adm-2-StUp</u>	<u>To be determined</u>
<u>HostedServer-1</u>	<u>To be determined</u>
<u>HostedServer-1-StUp</u>	<u>To be determined</u>
<u>HostedEmail-1</u>	<u>To be determined</u>
<u>HostedEmail-1-StUp</u>	<u>To be determined</u>
<u>OPT-TapeBU-30GB</u>	<u>To be determined</u>
<u>OPT-TapeBU-30GB-StUp</u>	<u>To be determined</u>
<u>OPT-TapeBU-50GB</u>	<u>To be determined</u>
<u>OPT-TapeBU-50GB-StUp</u>	<u>To be determined</u>
<u>OPT-TapeBU-150GB</u>	<u>To be determined</u>
<u>OPT-TapeBU-10GB-1</u>	<u>To be determined</u>
<u>OPT-TapeBU-CCF</u>	<u>To be determined</u>
<u>OPT-TapeBU-DST</u>	<u>To be determined</u>
<u>Mgd-FW-01</u>	<u>To be determined</u>
<u>OPT-Mgd-VPN</u>	<u>To be determined</u>
<u>OPT-Rack-1U</u>	<u>To be determined</u>
<u>OPT-Rack-2U</u>	<u>To be determined</u>
<u>OPT-Cab-Std</u>	<u>To be determined</u>
<u>IP-Address-1</u>	<u>To be determined</u>

<u>IP-Address-1-StUp</u>	<u>To be determined</u>
<u>X-Connect</u>	<u>To be determined</u>
<u>X-Connect-StUp</u>	<u>To be determined</u>
<u>OPT-MgBW-0.5</u>	<u>To be determined</u>
<u>OPT-MgBW-1.0</u>	<u>To be determined</u>
<u>SUS-WinStd-1PL</u>	<u>To be determined</u>
<u>SUS-WinStd-1PL-StUp</u>	<u>To be determined</u>
<u>SUS-WinStd-1NU</u>	<u>To be determined</u>
<u>SUS-WinStd-1NU-StUp</u>	<u>To be determined</u>
<u>SUS-WinRDS-1NU</u>	<u>To be determined</u>
<u>SUS-WinRDS-1NU-StUp</u>	<u>To be determined</u>
<u>SUS-MSSQL-1PL</u>	<u>To be determined</u>
<u>SUS-MSSQL-1PL-StUp</u>	<u>To be determined</u>
<u>SUS-MSSQL-1NU</u>	<u>To be determined</u>
<u>SUS-MSSQL-1NU-StUp</u>	<u>To be determined</u>
<u>CloudComputeResources-4GB-1Core-Hrly</u>	<u>To be determined</u>
<u>CloudComputeResources-4GB-1Core-StUp</u>	<u>To be determined</u>
<u>CloudStorage-120GB-1Mo</u>	<u>To be determined</u>
<u>CloudStorage-120GB-Hrly</u>	<u>To be determined</u>
<u>CloudStorage-120GB-StUp</u>	<u>To be determined</u>
<u>CloudServerMgmt-1Mo</u>	<u>To be determined</u>
<u>CloudServerMgmt-Hrly</u>	<u>To be determined</u>
<u>CloudServerMgmt-StUp</u>	<u>To be determined</u>
<u>CRM-Cloud-1NU-1Mo</u>	<u>To be determined</u>
<u>CRM-Cloud-1NU-StUp</u>	<u>To be determined</u>

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
<u>Ordering Activity or Contractor</u>	<u>14 days ARO</u>
_____	_____

(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
<u>TBD</u>	<u>TBD</u>
_____	_____
_____	_____

(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 Supply 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 Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

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

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

Participation in a Team Arrangement is limited to Federal Supply 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 Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.