



BROADWING COMMUNICATIONS, LLC

*Authorized Information Technology
Schedule Pricelist*



This Schedule Contract Pricelist includes Modifications through FX-32, effective August 22, 2006.



**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE
PRICELIST**

**GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY
EQUIPMENT, SOFTWARE, AND SERVICES**

**General Services Administration
Federal Supply Service**

Pricelist current through Modification Number FX-32, dated August 22, 2006. 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>

General Description

Broadwing Communications, LLC is an innovative provider of data, voice, and video solutions to enterprise, strategic service provider, mid-market, and government customers. Enabled by its one-of-a-kind, all-optical network and award-winning IP backbone, Broadwing offers a full suite of the highest quality communications products and services, with unparalleled customer focus and speed. Broadwing is a consolidated subsidiary of Corvis Corporation, a leading supplier of all-optical solutions to service providers and government agencies. At the heart of Broadwing's operations is a commitment to provide customers with cost-effective solutions today, while continuing to enhance our network with advanced technology for tomorrow.

TABLE OF CONTENTS

1	INFORMATION FOR ORDERING ACTIVITIES.....	1
2	TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE SERVICES (SPECIAL ITEM NUMBER 132-52) ADP AND TELECOMMUNICATIONS TRANSMISSION SERVICES.....	6
3	FSS INFORMATION TECHNOLOGY SCHEDULE PRICELIST.....	14
4	USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS.....	23
5	SUGGESTED FORMAT FOR BLANKET PURCHASE AGREEMENTS (BPAS)	23
6	CONTRACTOR TEAM ARRANGEMENTS	25
7	SERVICE AND DISTRIBUTION POINTS.....	25
8	PARTICIPATING DEALERS.....	25

Applicable Special Item Numbers, FSC Classes, and FPDS

Special Item Numbers	FSC Class/FPDS Code	Products/Services
132-52	D-304	Electronic Commerce Services-ADP and Telecommunications Transmission Services
	D-304	Value-Added Network Services (VANS)
	D-304	Internet Access Services
	D399	Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

Note 1: NOTE: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, TX 78746-6426
Phone: 512-742-8587/Fax: 512-328-7902
E-mail: Tami.Rogers@broadwing.com
Web: <http://broadwing.com>

Contract Number: GS-35F-0353R

Period Covered by Contract: February 15, 2005 through February 14, 2010



1 INFORMATION FOR ORDERING ACTIVITIES

**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 Supply Schedules Program. 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 Supply 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.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area: *Not Applicable*

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Agencies should address all orders to the following address:

Broadwing Communications, LLC
1122 Capital of Texas Highway South
Austin, TX 78746-6426
Phone: 512-742-8587/Fax: 512-328-7902

Agencies should address all payments to the following address:

Broadwing Communications, LLC
P.O. Box 790036
St. Louis MO 63179-0036

Contractors are required to accept credit cards for payments equal to or less than the 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:

Ordering Assistance
Telephone: 512-742-8587
Fax: 512-328-7902

Technical Assistance
Telephone: 1-888-362-2522
Fax: 512-328-7902

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. STATISTICAL 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: 13-583-3643
 Block 30: Type of Contractor B. Other Small Business
 Block 31: Woman-Owned Small Business - No
 Block 36: Contractor's Taxpayer Identification Number (TIN) 753105020

4a. CAGE Code: 3HHS2

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:

<u>SPECIAL ITEM NUMBER</u>	<u>DELIVERY TIME (DAYS ARO)</u>
132-52	TBD by Broadwing and Ordering Activity

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: 0 % 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity -- None
- c. Dollar Volume -- None
- d. Government Educational Institution – Government Educational Institutes are offered the same discounts as all other government customers.
- e. Other -- 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:

Not applicable.

10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is \$100.

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000.
Special Item Number 132-52, Electronic Commerce 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 Supply 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 2001).

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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

Note: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

c. 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.

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 C.1.)

16. GSAAvantage!

GSAAvantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information.

GSAAvantage! 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 GSAAvantage! 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:

Not applicable

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:

Not applicable to this offer.

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).

2 TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce Services apply exclusively to EC 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 EC 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 EC Services.

9. INDEPENDENT CONTRACTOR

All EC 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 EC 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.

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.

- Burstable
- Tiered Service
- NxT1
- Firewalls and Management
- Router Management

16. DESCRIPTION OF EC SERVICES AND PRICING

COMMERCIAL SERVICES

The communications services industry is rapidly developing new data services. The development of frame relay, ATM and IP networks as modes of transmitting information electronically has dramatically transformed the array and breadth of services offered by communications carriers.

Use of the Internet, including intranets and extranets, has grown rapidly in recent years. This growth has been driven by a number of factors, including the large and growing installed base of personal computers, improvements in network architectures, increasing numbers of network-enabled applications, emergence of compelling content and commerce-enabling technologies, and easier, faster and cheaper Internet access. Consequently, the Internet has become an important new global communications and commerce medium. The Internet represents an opportunity for enterprises to interact in new and different ways with both existing and prospective customers, employees, suppliers and partners. Enterprises are responding to this opportunity by substantially increasing their use of Internet connectivity and services to enhance internal voice and data networks.

Applications and Services

Broadwing Communications provides a comprehensive array of data and voice communications services, which include voice, Internet access and data networking. We have designed these communications services to meet the needs of all sizes of business customers, from small and medium businesses to multi-location businesses, large enterprise, carrier and wholesale customers.

Internet Access

Broadwing Communications offers a comprehensive Internet product portfolio that provides customized solutions, ranging from Internet Protocol ("IP") virtual private networks (VPNs) to Dial-up Internet. We believe our optically-enabled IP backbone gives customers a scalable, reliable, secure connection to the Internet. Our Internet offerings include:

• Dedicated Internet

Broadwing Dedicated Internet provides fixed capacity through a reliable, constant connection to the Internet via our all-optical switched network.

- Full Speed

• IP VPN

Broadwing's IP VPN enables our customers to create their own network by renting a piece of our network. An IP VPN connects customer offices and/or facilities enabling secure and reliable communication of data and voice in a cost effective manner.

MultiConnect

The Broadwing MultiConnect, MultiConnect Express, and MultiConnect Redirect products provide the performance, security and flexibility of a private line network with flat-rate, distance-insensitive pricing.

Dedicated Internet – Product Overview

General Description

In today's networked economy, businesses depend more than ever on reliable, high-performance Internet connectivity to communicate with customers, partners and employees. Broadwing Dedicated Internet gives customers a constant, reliable connection to the Internet via its optical-enabled IP backbone. Broadwing's one-of-a-kind all-optical network is setting a new standard for networking capabilities with the capacity to handle the most bandwidth-intensive applications - literally at the speed of light. By combining state-of-the-art optical technology with best-in-class customer service, Broadwing delivers the quality Internet services that your enterprise demands.



Dedicated Internet access is ideal for companies who need a constant "live" Internet connection, as opposed to a dial-up connection, which is only available when a computer modem is dialed into a service provider's network. Broadwing Dedicated Internet service allows for multiple Internet users and the transmission of large video and image files, as well as hosting, video conferencing and other eCommerce capabilities.

This "always-on" Dedicated Internet access is available from 1.5 Mbps through 2.488 Gbps port speeds, with flexible access methods including T1, DS3, OCx, Ethernet, and frame relay access. Broadwing's SLA includes 100% Availability, less than 50 ms average latency, and less than 1% average packet loss across the Broadwing IP backbone.

Guaranteed Performance

- Aggressive on-net and off-net SLAs that cover the core Broadwing network (on-net) and Broadwing's interconnections with top peering partners (off-net)
- On-net guarantees include:
 - 100% network availability
 - Less than 1% packet loss
 - 50 ms domestic round-trip latency

Advanced Network

- Award-winning, all-optical transport infrastructures
- Unique architecture keeps regional traffic regional with one-hop routing between regions, assuring low latency and efficient traffic delivery for your mission-critical data
- Robust peering with over 30 Gbps of peering capacity in multiple, geographically dispersed locations, giving you the full benefits of the Internet's reach
- Dual vendor architecture protects against vendor-specific software or hardware failure by using both Cisco and Juniper hardware

Product Range, Flexibility and Security

- Flat-rate Internet connectivity enables you to pay for the speed you need at a consistent monthly price
- Available from fractional DS-1 to OC-48, including DSL and Gigabit Ethernet, with fractional speeds on most circuit types to tailor bandwidth to your needs
- Burstable Internet connectivity provides your applications the bandwidth they need, when they need it most
- Usage-based pricing plans assure you that you pay for only what you use
- Flexible CPE options - Broadwing delivers you fully configured routers for your high bandwidth connection with optional router management services for a fully hands-off service
- Broadwing VPN solutions combine the reach of IP with the security of private networking
Broadwing managed firewall and intrusion detection services let you reap the full business benefits of the Internet while protecting against security threats

Outstanding Customer Service

- Proactive monitoring performed 24x7x365
- State-of-the-art Network Operations Center with direct access to experienced network technicians
- Web-based reporting tools to deliver customer support when and how you want it
- Professional, courteous and prompt customer support

With Broadwing Dedicated Internet service, customers can take advantage of:

- Increased Sales
- Improved employee efficiency

- Timely customer feedback
- Real-time product and service updates

Typical Applications

Dedicated Internet provides many performance benefits that can support your customers' network needs, such as:

- Multiple, simultaneous users of Internet applications
- High-performance routing of File Transfer Protocol (FTP) transfers
- Ability to transmit video and image files
- Real-time video conferencing
- Hosting
- eCommerce capabilities to bring your customers' businesses closer to their customers, suppliers and employees

Dedicated Internet Service Options

Broadwing offers the following service increment options.

	FIXED		BURSTABLE
DS1/NxT1	1.5, 3, 4.5, 6, 7.5, 9 Mbps	DS3	45 Mbps with min commit of 3 Mbps
DS3	3, 6, 9, 12, 20, 45 Mbps	OC3	155 Mbps with minimum commit of 45 Mbps
OC3	45, 60, 80, 100, 155 Mbps	OC12	622 Mbps with minimum commit of 100 Mbps
OC12	100, 150, 200, 300, 400, 500, 622 Mbps	OC48	2400 Mbps with minimum commit of 400 Mbps (ICB)
Gigabit Ethernet	100, 150, 200, 300, 400, 500, 600, 700, 800, 1000 Mbps	Half Gigabit Ethernet	500 Mbps with minimum commit of 100 Mps
OC48	400, 600, 800, 1200, 1600, 2000, 2400 Mbps (ICB)	Gigabit Ethernet	1000 Mbps with minimum commit of 100 Mbps*

**For non-IP POP locations Burstable Gigabit Ethernet requires a 300Mbps minimum commit.*

Fixed – Fixed denotes that access to the customer will be a direct connection via private line and the customer will be billed a fixed monthly rate for the level of bandwidth that they specify. For customers that require bandwidth that is less than the full line rate of the circuit (e.g., 9 Mbps on a DS-3 circuit), the customers will be rate limited to the specified bandwidth. Tiered service above a T-1 is provided via an ATM access facility.

Burstable – Burstable service offers all the capabilities and attributes of a full speed connection without all the cost. This additional bandwidth can help eliminate the need for future upgrades. For Burstable services, customers will be charged monthly for the committed bandwidth at the per Mbps rate specified. If the customer's sustained (95th percentile) utilization is greater than the monthly committed usage, the customer will be assessed an additional usage charge based on the overage amount (i.e. sustained usage minus committed

usage) multiplied by the per Mbps rate specified. Sustained usage is calculated by measuring customer's inbound and outbound bandwidth utilizations every 5 minutes. At the end of each month, the inbound and outbound sample sets for that month are separately ordered from highest to lowest and the top 5% of samples are discarded. The next sample is the 95th percentile sample, and the maximum of the inbound 95th percentile and outbound 95th percentile utilization is considered the sustained utilization for the circuit.

NxT1 – NxT1 service is perfect for customers that need more than a T1, but are not ready to make the leap to a DS3 access facility. Broadwing can provision multiple T1 access loops and load balance customer traffic across all of the active loops. This enables 3M thru 9M services without upgrading to a DS3. As a note, Broadwing utilizes load sharing using HDLC, PPP, and IMA. We do not support bonding or MLPPP at this time..

Dedicated Internet Features

Broadwing Dedicated Internet customers are provided the following features:

Provisioning of the dedicated circuit from the customer's site to Broadwing's IP backbone

Broadwing will order on behalf of the customer and maintain the communications circuit necessary for delivery of service. Broadwing will maintain control of the circuit to maximize integration into the Broadwing infrastructure and to ensure quality of the connection. Broadwing will arrange for the circuit to terminate in proximity to the planned location of the premises equipment. All local loop charges, as well as any additional costs associated with extending the circuit to the customer's location (i.e. inside wirings), are passed on to the customer.

24x7x365 network monitoring, technical support and operations management

The Broadwing network offers proactive operations support and troubleshooting of network and service infrastructure components, including all Broadwing-provided circuits (such as circuits from the Broadwing PoP to the customer premises). Broadwing's Network Operations Center (NOC) monitors the customer premises Internet access router to ensure continuous Internet connectivity is provided to the customer network. Broadwing uses Simple Management Network Protocol (SMNP)-based software to monitor the network. This is a standard protocol for TCP/IP. All network services are monitored for availability and performance. The monitoring software reports the status of the network and is monitored throughout the day. Changes in the network status are logged to provide Broadwing the ability to evaluate staff responsiveness and network availability.

Router management

Broadwing provides continuous monitoring of the router at the customer premises via SNMP monitoring of the Broadwing router port (this does not include pulling messages from the CPE itself). Broadwing can also provide fully managed Internet hardware and security solutions via our MNS/CPE product offering.

IP routing service

Broadwing will perform all IP routing configuration changes to the network routers to enable Internet routing for IP traffic directed to or received from the customer's network. Broadwing currently supports BGP-4 and multi-home routing protocols for large enterprises, ISPs and resellers who own their own AS number.

IP Over DSL Service

Broadwing offers two types of DSL services. Symmetric DSL (SDSL) is Broadwing's core business-class offering. It uses a single copper telephone line to deliver high-speed broadband services, with the same speeds provided for both uploads and downloads. Broadwing offers SDSL in fixed speeds of 192 kbps, 384 kbps, 768 kbps, 1.1 Mbps, and 1.5 Mbps. The maximum bandwidth available to a customer is determined by the customer's distance to its serving telephone company central office: 192 and 384 kbps service are available to customers located up to 15,000 feet (reaching approximately 70% of business locations), 1.5 Mbps service to customers located up to 8,000 feet (40% of business locations). ISDN DSL (IDSL) is Broadwing's extended reach access solution for customers. It provides 144 kbps access (upload and download) to customers located up to 40,000 feet from their central office, giving it the reach to serve 95% of business locations. Note that where SDSL is available, it is preferred over IDSL due to improved bandwidth capabilities and ease of upgrade.

Broadwing DSL services combine the power, flexibility, and reliability of Broadwing's Internet Protocol and Frame Relay services with the simplicity and affordability of DSL. Broadwing DSL services have been designed from the ground up to meet the needs of your business, with six symmetric access speeds, from 144 kbps to 1.5 Mbps, solid service level agreements, enterprise-class technical support, and connections to Broadwing's state-of-the-art-all-optical backbone for maximum performance and reliability. And because DSL uses ordinary copper telephone lines, it can reach most business locations at much lower cost than traditional access technologies.

Broadwing DSL service meets three key customer needs:

- **Convergence** -- As customers converge multiple business applications across the WAN, it becomes more critical to seamlessly integrate remote sites into their corporate networks.

- **Redundancy** -- DSL allows customers to purchase a cost-effective secondary access line to ensure the reliability of their remote offices. Further, enhanced bandwidth statistics and management options provide visibility through the access lines, creating a solution that is simpler to manage than other competing local access services.
- **Lower Network Total Cost of Ownership** -- Customers continue to seek cuts in network costs, even as their network utilization expands, and look to DSL in the last mile as a more cost-effective option for remote office connectivity. DSL provides fractional and full-T1 speeds at up to 50% the cost of traditional access methods.

DSL is the “just right” solution to many customer access issues – faster than dial services and more affordable than many private line solutions. Benefits of DLS include the following.

- Value -- More bandwidth at a lower cost
- Service -- Business class service backed by SLAs for maximum reliability
- Coverage -- Nationwide footprint
- Flexibility -- Flexible speeds to meet your increasing bandwidth needs
- Simplicity -- Flat-rate, simply priced bundles
- Complete -- Service including installation, proactive monitoring and maintenance

Network-based IP VPN – Product Overview

General Description

Broadwing Network-based Internet Protocol (IP) Virtual Private Network (VPN) simplifies your network and reduces your costs without sacrificing security, performance or control. Broadwing Network-based IP VPN unites employees, agents, partners, investors, and customers - your entire business community - into one Internet-centric, modular network. This solution removes the complexity and expense of managing numerous disparate networks or exchanging your existing equipment.

Powerful Private Networking Solutions

- Seamlessly integrate customer locations inside a completely closed community, where access to and from the Internet is completely blocked for maximum security.
- Available in dedicated circuit speeds from 56 kbps through 45 Mbps (DS3).
- Uses IPSec with 3DES encryption, the strongest, standards-based security tunneling and authentication method.

Enhanced Features

- Class of Service (CoS) Provisioning - Allows applications (by TCP/IP port or address) to receive preferred queuing as they traverse the Broadwing backbone.

- Internet Access - Open your VPN to allow sites access to the Internet, without additional access circuits.

Remote Access

- Migrate remote users onto a single network without the cost of maintaining and managing hardware onsite.
- Client software on remote users' computers performs all of the functions required to ensure a secure connection including authentication, encryption and tunneling - IPSec compliant.
- Our client software is compatible with access technologies including dial-up, DSL, cable modems and ISDN.

Network-based Firewall Options

- For increased security, Broadwing allows you to add an operationally secure, International Computer Security Association (ICSA) certified, stateful inspection firewall to your Network-based IP VPN.
- IPsec Compliant Protocol - provides optimum security across a public network.
- 4-hour Internet Key Exchange - constantly changes encryption methods to further enhance the security of your data.
- Customer-defined Firewall Rules - allows you to permit and block the source and destination of application traffic on your network.
- Firewall Reports - View detailed application and protocol usage data and events that inform you of firewall activity.

Management Tools

- We provide the Web-based tools you need to manage and monitor your Broadwing Network-based IP VPN including:
- Performance Reports - Verify performance statistics based on the service level agreement (SLA) guarantees of latency, packet loss and availability, and offer throughput analysis for billing verification.
- Trouble Ticket Window - Submit and track trouble tickets.
- Remote Access User Management - Create, modify and delete usernames and passwords.

Outstanding Customer Service

- Your IP VPN custom-designed by experienced Broadwing sales engineer to ensure your security and access needs are met.
- Proactive monitoring performed 24x7x365.
- State-of-the-art Network Operations Center with direct access to network technicians.

All Broadwing IP services utilize the advanced hierarchical-structured, optical-enabled IP backbone. The efficiencies

provided through single-hop core routing on the Broadwing IP backbone make it the ideal platform to provide IP VPN services. The fully meshed network-based IP VPN platform provides the most advanced network architecture on the market today.

Broadwing IP Services Objectives

- Leverage our award-winning IP backbone architecture and the most advanced IP technologies
- 100 percent customer satisfaction during design, implementation, and management of customers' IP networks
- Strengthen the industry trend toward all-IP network infrastructures

Broadwing IP VPN Objectives

- Provide scalable, optimized any-any network connectivity
- Allow consolidation of customer network services onto a single fully meshed infrastructure
- IP convergence
- Integrated dedicated connectivity
- Deliver the highest security firewall and IP VPN solutions

MultiConnect – Product Overview

General Description

MultiConnect provides a secure, fixed-bandwidth core network that enables you to connect to up to 1,344 remote locations for a flat rate. This wide area network (WAN) solution allows you to fan multiple DS1 (1.54 Mbps) services from a single originating hub to numerous cities on our all-optical network. As an effective alternative to packet-switched broadband services such as frame relay or asynchronous transfer mode (ATM), Broadwing MultiConnect Private Line gives you the security, low latency and multimedia capabilities of dedicated services at an affordable cost.

Flexible Connectivity Options

MultiConnect 14 – Allows customers to connect up to 14 remote locations from a single DS3 (45 Mbps) hub for a flat rate.

MultiConnect 28 – Allows customers to connect up to 28 remote locations from a single DS3 (45 Mbps) hub for a flat rate.

MultiConnect 84 – Allows customers to connect up to 84 remote locations from a single OC3 (155 Mbps) hub for a flat rate.

MultiConnect 336 – Allows customers to connect up to 336 remote locations from a single OC12 (622 Mbps) hub for a flat rate.

MultiConnect 1344 – Allows customers to connect up to 1344 remote locations from a single OC48 (2.5 Gbps) hub for a flat rate.

MultiConnect Express offers all the benefits of MultiConnect turned up a notch to enable the ability to fan DS3 and greater dedicated services from a single OC48, OC12 or OC3 host.

MultiConnect Express provides a secure, fixed-bandwidth core network that enables you to connect remote locations for a distance-insensitive, flat rate. This wide area network (WAN) solution allows you to fan multiple dedicated services from a single OC48 (2.5 Gbps), OC12 (622 Mbps) or OC3 (155 Mbps) host to numerous cities on or all optical network.

Flexible Configurations

MultiConnect Express OC48 - Provides you an OC48 host and allows OC12, OC3 and DS3 (45 Mbps) remote locations.

MultiConnect Express OC12 - Provides you an OC12 host and allows OC3 and DS3 remote locations.

MultiConnect Express OC3 - Provides you an OC3 host and allows DS3 remote locations.

Flat-rate, Distance-insensitive Pricing

- MultiConnect provides a unique cost advantage for companies that require high-bandwidth connectivity between multiple remote locations by providing flat-rate, distance-insensitive pricing. By paying the same monthly fee, regardless of usage or distance, you can maintain your budget without sacrificing your network needs. And because your MultiConnect network is aggregated at the hub, your local access costs are also minimized.

Security and Reliability

- As a truly private networking solution, operating at layer one of the Open System Interconnection (OSI) Model, Private Line offers the benchmark for WAN security. With 1+1 as well as 1+0 trunks options available, customers may fine tune the degree of survivability required based on applications and higher network layer protocol protection.

Advanced Technology Convergence

- Broadwing MultiConnect Dedicated Service can be combined with approved customer premises equipment (CPE) to transport voice, video, Internet protocol (IP), frame relay and ATM services. You receive an instant network and the ability to define your combination of services.

MultiConnect Redirect – Broadwing's MultiConnect and MultiConnect Express transport services offer its clients the option of ordering a service to redirect their MultiConnect or Private Line circuit to an alternative site. The purpose of the Redirect service is to provide the customer business continuance in case of a service disruption at the customer's premise or with the local access circuit providing service between the Broadwing network and the customer premise. MultiConnect Redirect enables recovery of remote WAN locations to a secondary (back-up) host location in case of regional disaster, customer facilities failure, or access loop failure.

3 FSS INFORMATION TECHNOLOGY SCHEDULE PRICELIST

GSA Pricing – Dedicated Internet

CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (MONTHLY)	DELIVERY COMMENCE
DIFT1-1.5	132-52	Dedicated Internet Fixed T1 – 1.5 Mbps	\$367.56	TBD/ Agency & Contractor
DIFDS3-3	132-52	Dedicated Internet Fixed DS3 – 3 Mbps	\$612.39	TBD/ Agency & Contractor
DIFDS3-6	132-52	Dedicated Internet Fixed DS3 – 6 Mbps	\$816.12	TBD/ Agency & Contractor
DIFDS3-9	132-52	Dedicated Internet Fixed DS3 – 9 Mbps	\$857.23	TBD/ Agency & Contractor
DIFDS3-12	132-52	Dedicated Internet Fixed DS3 – 12 Mbps	\$979.35	TBD/ Agency & Contractor
DIFDS3-20	132-52	Dedicated Internet Fixed DS3 – 20 Mbps	\$1,360.20	TBD/ Agency & Contractor
DIFDS3-45	132-52	Dedicated Internet Fixed DS3 – 45 Mbps	\$2,754.26	TBD/ Agency & Contractor
DIFOC3-45	132-52	Dedicated Internet Fixed OC3 – 45 Mbps	\$2,693.20	TBD/ Agency & Contractor
DIFOC3-60	132-52	Dedicated Internet Fixed OC3 – 60 Mbps	\$3,509.32	TBD/ Agency & Contractor
DIFOC3-80	132-52	Dedicated Internet Fixed OC3 – 80 Mbps	\$4,570.28	TBD/ Agency & Contractor
DIFOC3-100	132-52	Dedicated Internet Fixed OC3 – 100 Mbps	\$5,576.83	TBD/ Agency & Contractor
DIFOC3-155	132-52	Dedicated Internet Fixed OC3 – 155 Mbps	\$8,433.25	TBD/ Agency & Contractor
DIFOC12-100	132-52	Dedicated Internet Fixed OC12 – 100 Mbps	\$5,440.81	TBD/ Agency & Contractor
DIFOC12-150	132-52	Dedicated Internet Fixed OC12 – 150 Mbps	\$7,957.48	TBD/ Agency & Contractor
DIFOC12-200	132-52	Dedicated Internet Fixed OC12 – 200 Mbps	\$10,337.53	TBD/ Agency & Contractor
DIFOC12-300	132-52	Dedicated Internet Fixed OC12 – 300 Mbps	\$15,098.24	TBD/ Agency & Contractor
DIFOC12-400	132-52	Dedicated Internet Fixed OC12 – 400 Mbps	\$19,586.90	TBD/ Agency & Contractor
DIFOC12-500	132-52	Dedicated Internet Fixed OC12 – 500 Mbps	\$23,803.53	TBD/ Agency & Contractor
DIFOC12-622	132-52	Dedicated Internet Fixed OC12 – 622 Mbps	\$28,765.54	TBD/ Agency & Contractor
DIFOC48-400	132-52	Dedicated Internet Fixed OC48 – 400 Mbps	\$19,042.82	TBD/ Agency & Contractor
DIFOC48-600	132-52	Dedicated Internet Fixed OC48 – 600 Mbps	\$27,748.11	TBD/ Agency & Contractor
DIFOC48-800	132-52	Dedicated Internet Fixed OC48 – 800 Mbps	\$35,909.32	TBD/ Agency & Contractor
DIFOC48-1200	132-52	Dedicated Internet Fixed OC48 – 1200 Mbps	\$52,231.74	TBD/ Agency & Contractor
DIFOC48-1600	132-52	Dedicated Internet	\$67,465.99	TBD/ Agency

CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (MONTHLY)	DELIVERY COMMENCE
		Fixed OC48 – 1600 Mbps		& Contractor
DIFOC48-2000	132-52	Dedicated Internet Fixed OC48 – 2000 Mbps	\$81,612.09	TBD/ Agency & Contractor
DIFOC48-2400	132-52	Dedicated Internet Fixed OC48 – 2400 Mbps	\$97,934.51	TBD/ Agency & Contractor
DIFFastE-10	132-52	Dedicated Internet Fixed Fast E – 10 Mbps	\$816.12	TBD/ Agency & Contractor
DIFFastE-20	132-52	Dedicated Internet Fixed Fast E – 20 Mbps	\$1,360.20	TBD/ Agency & Contractor
DIFFastE-30	132-52	Dedicated Internet Fixed Fast E – 30 Mbps	\$2,081.41	TBD/ Agency & Contractor
DIFFastE-40	132-52	Dedicated Internet Fixed Fast E – 40 Mbps	\$2,611.59	TBD/ Agency & Contractor
DIFFastE-50	132-52	Dedicated Internet Fixed Fast E – 50 Mbps	\$3,060.76	TBD/ Agency & Contractor
DIFFastE-60	132-52	Dedicated Internet Fixed Fast E – 60 Mbps	\$3,427.71	TBD/ Agency & Contractor
DIFFastE-75	132-52	Dedicated Internet Fixed Fast E – 75 Mbps	\$4,182.77	TBD/ Agency & Contractor
DIFFastE-100	132-52	Dedicated Internet Fixed Fast E – 100 Mbps	\$5,440.81	TBD/ Agency & Contractor
DIFGigE-100	132-52	Dedicated Internet Fixed Gig E – 100 Mbps	\$5,304.79	TBD/ Agency & Contractor
DIFGigE-150	132-52	Dedicated Internet Fixed Gig E – 150 Mbps	\$7,753.15	TBD/ Agency & Contractor
DIFGigE-200	132-52	Dedicated Internet Fixed Gig E – 200 Mbps	\$10,065.49	TBD/ Agency & Contractor
DIFGigE-300	132-52	Dedicated Internet Fixed Gig E – 300 Mbps	\$14,690.18	TBD/ Agency & Contractor
DIFGigE-400	132-52	Dedicated Internet Fixed Gig E – 400 Mbps	\$19,042.82	TBD/ Agency & Contractor
DIFGigE-500	132-52	Dedicated Internet Fixed Gig E – 500 Mbps	\$23,123.43	TBD/ Agency & Contractor
DIFGigE-600	132-52	Dedicated Internet Fixed Gig E – 600 Mbps	\$26,931.99	TBD/ Agency & Contractor
DIFGigE-700	132-52	Dedicated Internet Fixed Gig E – 700 Mbps	\$30,468.51	TBD/ Agency & Contractor
DIFGigE-800	132-52	Dedicated Internet Fixed Gig E – 800 Mbps	\$33,733.00	TBD/ Agency & Contractor
DIFGigE-1000	132-52	Dedicated Internet Fixed Gig E – 1000 Mbps	\$40,806.05	TBD/ Agency & Contractor

CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (MONTHLY, PER MBPS))	DELIVERY COMMENCE
DIBDS3-3	132-52	Dedicated Internet Burstable DS3 – 3 Mbps (price per Mbps)	\$204.33	TBD/ Agency & Contractor
DIBDS3-6	132-52	Dedicated Internet Burstable DS3 – 6 Mbps (price per Mbps)	\$136.02	TBD/ Agency & Contractor
DIBDS3-10	132-52	Dedicated Internet Burstable DS3 – 10 Mbps (price per Mbps)	\$95.52	TBD/ Agency & Contractor
DIBDS3-15	132-52	Dedicated Internet Burstable DS3 – 15 Mbps (price per Mbps)	\$88.26	TBD/ Agency & Contractor
DIBDS3-20	132-52	Dedicated Internet Burstable DS3 – 20 Mbps (price per Mbps)	\$81.61	TBD/ Agency & Contractor
DIBDS3-25	132-52	Dedicated Internet Burstable DS3 – 25 Mbps (price per Mbps)	\$74.96	TBD/ Agency & Contractor
DIBDS3-35	132-52	Dedicated Internet Burstable DS3 – 35 Mbps (price per Mbps)	\$68.31	TBD/ Agency & Contractor
DIBDS3-45	132-52	Dedicated Internet Burstable DS3 – 45 Mbps (price per Mbps)	\$61.06	TBD/ Agency & Contractor
DIBDS3-60	132-52	Dedicated Internet Burstable DS3 – 60 Mbps (price per Mbps)	\$58.64	TBD/ Agency & Contractor
DIBDS3-80	132-52	Dedicated Internet Burstable DS3 – 80 Mbps (price per Mbps)	\$57.43	TBD/ Agency & Contractor
DIBDS3-100	132-52	Dedicated Internet Burstable DS3 – 100 Mbps (price per Mbps)	\$54.41	TBD/ Agency & Contractor
DIBOC12-100	132-52	Dedicated Internet Burstable OC12 – 100 Mbps (price per Mbps)	\$54.41	TBD/ Agency & Contractor
DIBOC12-150	132-52	Dedicated Internet Burstable OC12 – 150 Mbps (price per Mbps)	\$53.20	TBD/ Agency & Contractor
DIBOC12-200	132-52	Dedicated Internet Burstable OC12 – 200 Mbps (price per Mbps)	\$51.99	TBD/ Agency & Contractor
DIBOC12-300	132-52	Dedicated Internet Burstable OC12 – 300 Mbps (price per Mbps)	\$50.18	TBD/ Agency & Contractor
DIBOC12-400	132-52	Dedicated Internet Burstable OC12 – 400 Mbps (price per Mbps)	\$48.97	TBD/ Agency & Contractor
DIBOC12-500	132-52	Dedicated Internet Burstable OC12 – 500 Mbps (price per Mbps)	\$47.76	TBD/ Agency & Contractor
DIBOC48-400	132-52	Dedicated Internet Burstable OC48 – 400 Mbps (price per Mbps)	\$47.76	TBD/ Agency & Contractor
DIBOC48-600	132-52	Dedicated Internet Burstable OC48 – 600 Mbps (price per Mbps)	\$46.55	TBD/ Agency & Contractor
DIBOC48-800	132-52	Dedicated Internet Burstable OC48 – 800 Mbps (price per Mbps)	\$44.74	TBD/ Agency & Contractor

CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (MONTHLY, PER MBPS))	DELIVERY COMMENCE
		Mbps)		
DIBOC48-1200	132-52	Dedicated Internet Burstable OC48 – 1200 Mbps (price per Mbps)	\$43.53	TBD/ Agency & Contractor
DIBOC48-1600	132-52	Dedicated Internet Burstable OC48 – 1600 Mbps (price per Mbps)	\$41.11	TBD/ Agency & Contractor
DIBGigE-100	132-52	Dedicated Internet Burstable Gig E – 100 Mbps (price per Mbps)	\$54.41	TBD/ Agency & Contractor
DIBGigE-150	132-52	Dedicated Internet Burstable Gig E – 150 Mbps (price per Mbps)	\$53.20	TBD/ Agency & Contractor
DIBGigE-200	132-52	Dedicated Internet Burstable Gig E – 200 Mbps (price per Mbps)	\$51.99	TBD/ Agency & Contractor
DIBGigE-300	132-52	Dedicated Internet Burstable Gig E – 300 Mbps (price per Mbps)	\$50.18	TBD/ Agency & Contractor
DIBGigE-400	132-52	Dedicated Internet Burstable Gig E – 400 Mbps (price per Mbps)	\$48.97	TBD/ Agency & Contractor
DIBGigE-500	132-52	Dedicated Internet Burstable Gig E – 500 Mbps (price per Mbps)	\$47.76	TBD/ Agency & Contractor
DIBGigE-600	132-52	Dedicated Internet Burstable Gig E – 600 Mbps (price per Mbps)	\$47.76	TBD/ Agency & Contractor
DIBGigE-700	132-52	Dedicated Internet Burstable Gig E – 700 Mbps (price per Mbps)	\$46.55	TBD/ Agency & Contractor
DIBGigE-800	132-52	Dedicated Internet Burstable Gig E – 800 Mbps (price per Mbps)	\$44.74	TBD/ Agency & Contractor

CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (MONTHLY)	DELIVERY COMMENCE
DINXT1-3	132-52	NXT1 Dedicated IP Port 3M	\$763.83	TBD/ Agency & Contractor
DINXT1-4.5	132-52	NXT1 Dedicated IP Port 4.5M	\$1,145.74	TBD/ Agency & Contractor
DINXT1-6	132-52	NXT1 Dedicated IP Port 6M	\$1,527.66	TBD/ Agency & Contractor
DINXT1-7.5	132-52	NXT1 Dedicated IP Port 7.5M	\$1,909.58	TBD/ Agency & Contractor
DINXT1-9	132-52	NXT1 Dedicated IP Port 9M	\$2,291.49	TBD/ Agency & Contractor
CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (NON-RECURRING)	DELIVERY COMMENCE
DINXT1INS-3	132-52	NXT1 Dedicated IP Install 3M	\$900	TBD/ Agency & Contractor
DINXT1INS-4.5	132-52	NXT1 Dedicated IP Install 4.5M	\$1,200	TBD/ Agency & Contractor
DINXT1INS-6	132-52	NXT1 Dedicated IP Install 6M	\$1,500	TBD/ Agency & Contractor
DINXT1INS-7.5	132-52	NXT1 Dedicated IP Install 7.5	\$1,800	TBD/ Agency & Contractor
DINXT1INS-9	132-52	NXT1 Dedicated IP Install 9M	\$2,100	TBD/ Agency & Contractor

GSA Pricing -- IP Over DSL

CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (MONTHLY)	DELIVERY COMMENCE
IPDSL-144	132-52	IP Over DSL 144 K	\$113.35	TBD/ Agency & Contractor
IPDSL-192	132-52	IP Over DSL 192 K	\$113.35	TBD/ Agency & Contractor
IPDSL-384	132-52	IP Over DSL 384 K	\$151.13	TBD/ Agency & Contractor
IPDSL-768	132-52	IP Over DSL 768 K	\$207.81	TBD/ Agency & Contractor
IPDSL-1100	132-52	IP Over DSL 1100 K	\$264.48	TBD/ Agency & Contractor
IPDSL-1536	132-52	IP Over DSL 1536 K	\$302.27	TBD/ Agency & Contractor
CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (NON-RECURRING)	DELIVERY COMMENCE
IPDSL-Install	132-52	IP Over DSL Install 144-1536K	\$225	TBD/ Agency & Contractor
IPDSL- InstallPVC	132-52	IP Over DSL Install Port and PVC 144-1536K	\$300	TBD/ Agency & Contractor

GSA Pricing – Network Based IP VPN

CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (MONTHLY)	DELIVERY COMMENCE
		VPN Option 1: Private VPN with IPSec tunneling (encapsulation), 3DES encryption and Class of Service (CoS) DiffservClosed VPN Solution - Private IP VPN with IPSec tunneling (encapsulation), Class of Service (CoS) Diffserv, Firewall, 10 user license for Remote Access and daily/weekly/monthly VPN usage reporting.		
VPN1-512	132-52	Port Size 512K	\$72.54	TBD/ Agency & Contractor
VPN1-1.5	132-52	Port Size 1.5M	\$80.61	TBD/ Agency & Contractor
VPN1-3	132-52	Port Size 3M	\$135.02	TBD/ Agency & Contractor
VPN1-4.5	132-52	Port Size 4.5M	\$162.22	TBD/ Agency & Contractor
VPN1-6	132-52	Port Size 6M	\$180.39	TBD/ Agency & Contractor
VPN1-9	132-52	Port Size 9M	\$207.54	TBD/ Agency & Contractor
VPN1-12	132-52	Port Size 12M	\$236.78	TBD/ Agency & Contractor
VPN1-20	132-52	Port Size 20M	\$328.47	TBD/ Agency & Contractor
VPN1-45	132-52	Port Size 45M	\$616.62	TBD/ Agency & Contractor
		VPN Option 2: Open VPN Solution - Private VPN with IPSec tunneling (encapsulation), Class of Service (CoS) Diffserv, Internet Access, Firewall, NAT, 10 user license for Remote Access and daily/weekly/monthly VPN usage reporting.		
VPN2-01.5	132-52	Port Size <1.5M	\$179.35	TBD/ Agency & Contractor
VPN2-1.5	132-52	Port Size 1.5M	\$199.50	TBD/ Agency & Contractor
VPN2-3	132-52	Port Size 3M	\$331.49	TBD/ Agency & Contractor
VPN2-4.5	132-52	Port Size 4.5M	\$397.99	TBD/ Agency & Contractor
VPN2-6	132-52	Port Size 6M	\$442.32	TBD/ Agency & Contractor
VPN2-9	132-52	Port Size 9M	\$508.82	TBD/ Agency & Contractor
VPN2-12	132-52	Port Size 12M	\$581.36	TBD/ Agency & Contractor
VPN2-20	132-52	Port Size 20M	\$808.06	TBD/ Agency & Contractor
VPN2-45	132-52	Port Size 45M	\$1,515.37	TBD/ Agency & Contractor
		VPN Option 3: 13DES Encryption - (Optional add-on to both Closed and Open VPN Solutions).		
VPN3-01.5	132-52	Port Size <1.5M	\$76.58	TBD/ Agency & Contractor
VPN3-1.5	132-52	Port Size 1.5M	\$81.61	TBD/ Agency & Contractor

CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (MONTHLY)	DELIVERY COMMENCE
VPN3-3	132-52	Port Size 3M	\$94.71	TBD/ Agency & Contractor
VPN3-4.5	132-52	Port Size 4.5M	\$108.82	TBD/ Agency & Contractor
VPN3-6	132-52	Port Size 6M	\$122.93	TBD/ Agency & Contractor
VPN3-9	132-52	Port Size 9M	\$135.02	TBD/ Agency & Contractor
VPN3-12	132-52	Port Size 12M	\$169.27	TBD/ Agency & Contractor
VPN3-20	132-52	Port Size 20M	\$252.90	TBD/ Agency & Contractor
VPN3-45	132-52	Port Size 45M	\$540.05	TBD/ Agency & Contractor
		VPN Option 4: Custom Network based Firewall - (Optional add-on to Open VPN Solution).		
VPN4-01.5	132-52	Port Size <1.5M	\$80.61	TBD/ Agency & Contractor
VPN4-1.5	132-52	Port Size 1.5M	\$88.67	TBD/ Agency & Contractor
VPN4-3	132-52	Port Size 3M	\$111.84	TBD/ Agency & Contractor
VPN4-4.5	132-52	Port Size 4.5M	\$120.91	TBD/ Agency & Contractor
VPN4-6	132-52	Port Size 6M	\$131.99	TBD/ Agency & Contractor
VPN4-9	132-52	Port Size 9M	\$142.07	TBD/ Agency & Contractor
VPN4-12	132-52	Port Size 12M	\$158.19	TBD/ Agency & Contractor
VPN4-20	132-52	Port Size 20M	\$185.39	TBD/ Agency & Contractor
VPN4-45	132-52	Port Size 45M	\$209.57	TBD/ Agency & Contractor
CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (NON-RECURRING)	DELIVERY COMMENCE
VPN1INS-512-45	132-52	VPN Option 1 Installation Fee Port Size 512K – 45M	\$125	TBD/ Agency & Contractor
VPN2INS-01.5-45M	132-52	VPN Option 2 Installation Fee Port Size <1.5M – 45m	\$250	TBD/ Agency & Contractor
VPN3INS-01.5-45M	132-52	VPN Option 3 Installation Fee Port Size <1.5M-45M	\$125	TBD/ Agency & Contractor
VPN4INS-01.5-45M	132-52	VPN Option 4 Installation Fee Port Size <1.5M – 45M	\$375	TBD/ Agency & Contractor

GSA Pricing – MultiConnect

CLIN	SIN	DESCRIPTION	GSA PRICE INCL. .75% IFF (MONTHLY)	DELIVERY COMMENCE
MC-T1-14	132-52	MultiConnect MC14	\$6,801.01	TBD/ Agency & Contractor
MC-T1-14R	132-52	MultiConnect MC14-Redirect	\$8,161.21	TBD/ Agency & Contractor
MC-T1-28	132-52	MultiConnect MC28	\$11,793.25	TBD/ Agency & Contractor
MC-T1-28R	132-52	MultiConnect MC28-Redirect	\$13,153.45	TBD/ Agency & Contractor
MC-T1-84	132-52	MultiConnect MC84	\$22,670.03	TBD/ Agency & Contractor
MC-T1-336	132-52	MultiConnect MC336	\$68,010.08	TBD/ Agency & Contractor
MC-T1-1344	132-52	MultiConnect MC1344	\$204,030.23	TBD/ Agency & Contractor
MCE-OC3	132-52	MultiConnect Express OC3	\$10,988.01	TBD/ Agency & Contractor
MCE-OC12	132-52	MultiConnect Express OC12	\$35,399.70	TBD/ Agency & Contractor
MCE-OC48	132-52	MultiConnect Express OC48	\$88,498.94	TBD/ Agency & Contractor

Pricing Notes for all Internet services:

1. DNS Administration (InterNic) charges are Customer's responsibility.
2. IP Address assignment requests greater than a /27 (32 IP addresses) must be accompanied with an IP justification form. All IP addresses shall remain the property of Broadwing and are non-transferable. Forms are available from your account representative.
3. Broadwing will provide primary and/or secondary DNS operation for up to 50 host names at no charge. Additional block of 50 names may be purchased at \$50.00 monthly DNS operation fee.
4. If Customer Premise Equipment (CPE) is being purchased, the applicable terms are set forth at <http://www.broadwing.com/cpe>.
5. Acceptable Use Policy. All use of the Broadwing Network and the service must comply with the then-current version of the Broadwing Acceptable Use Policy ("Policy") which is made a part of this Agreement and is available at the following URL: <http://www.Broadwing.com/aup>. Broadwing reserves the right to amend the Policy from time to time, effective upon posting of the revised Policy to the URL or other notice to Customer. Broadwing reserves the right to suspend the service or terminate this Agreement effective upon notice for a violation of the Policy. Customer agrees to indemnify and hold harmless Broadwing from any losses, damages, costs or expenses resulting from any third party claim or allegation arising out of or relating to use of the service, including any claim which, if true, would constitute a violation of the Policy.
6. IP prices are added to IP Port pricing for a total price. Please see the appropriate dedicated Internet fixed Port price.
7. Local Loops are priced separately.

Pricing Notes for IP Over DSL:

1. Pricing is only valid for contiguous United States.
2. For Alaska and Hawaii, please see your Sales Representative.
3. For International, please see your Sales Representative.
4. Equipment, such as a DSL Router, will be Required. This will be priced separately. Please consult your Sales Representative.
5. Pricing is valid only where DSL is available.

Pricing Notes for Burstable services:

1. For Burstable services, Customer will be charged monthly for the committed bandwidth at the per Mbps rate specified. If the customer's sustained (95th percentile) utilization is greater than the monthly committed usage, the customer will be assessed an additional usage charge based on the overage amount (i.e. sustained usage minus committed usage) multiplied by the per Mbps rate specified. Sustained usage is calculated by measuring customer's inbound and outbound bandwidth utilizations every 5 minutes. At the end of each month, the inbound and outbound sample sets for that month are separately ordered from highest to lowest and the top 5% of samples are discarded. The next sample is the 95th percentile

sample, and the maximum of the inbound 95th percentile and outbound 95th percentile utilization is considered the sustained utilization for the circuit.

2. Local Loops are priced separately.

Pricing Notes for VPN:

1. VPN prices are added to IP Port pricing for a total price. Please see the appropriate dedicated Internet fixed Port price

Pricing Notes for MultiConnect:

1. Local Loops are priced separately

General Pricing Notes:

1. Unless otherwise noted, all CPE, CPE management, Firewalls, and Firewall management is priced separately. Please consult your Sales Representative.
2. All prices exclude applicable taxes, surcharges (including without limitation tax-related surcharges or personal property tax surcharges) and fees (including without limitation Universal Service Fund or National Access fees), as provided in Contractor's or its Affiliates' commercial pricelist(s) and/or commercial terms and conditions, which may be modified from time to time. In the event that an ordering activity customer provides Contractor with a duly authorized tax exemption certificate, Contractor will exempt the customer from payment of the tax in accordance with applicable law or regulation.



4 USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Broadwing Communications, LLC, 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:

Broadwing Communications, LLC.
Telephone: 512-742-8587
Fax: 512-328-7902
Email: Tami.Rogers@broadwing.com

5 SUGGESTED FORMAT FOR BLANKET PURCHASE AGREEMENTS (BPAs).

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)**

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

_____	_____	_____	_____
Agency	Date	Contractor	Date



BPA NUMBER _____

(CUSTOMER NAME)

SUGGESTED FORMAT FOR 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
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

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

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - (a) Name of Contractor;
 - (b) Contract Number;
 - (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal 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.

6 CONTRACTOR TEAM ARRANGEMENTS

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 or 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.

7 SERVICE AND DISTRIBUTION POINTS

Broadwing Communications, LLC.
Government Solutions
1122 Capital of Texas Highway South
Austin, TX 78746-6426

Phone: 512-742-8587

Fax: 512-328-7902

Web site: <http://www.broadwing.com>

8 PARTICIPATING DEALERS

Not applicable. Broadwing Communications, LLC, does not have specific dealers or resellers identified to perform on the contract awarded under this solicitation.