

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-51 Information Technology Professional Services

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

SPECIAL ITEM NUMBER 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.

Cloud Nine Technologies, Inc.

12606 Camberley Forest Drive, Herndon, VA 20171

Tel: 703-934-6077

Fax: 303-479-1021

<http://www.cloudninetech.com>

8(a)/Small Disadvantaged Business

Contract Number: GS-35F-0491Y

Period Covered by Contract: July 5, 2012 through July 4, 2017

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>

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**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:

Cloud Nine Technologies, Inc.

12606 Camberley Forest Drive, Herndon, VA 20171

Tel: 703-934-6077

Fax: 303-479-1021

<http://www.cloudninetech.com>

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:

Tel: 703-934-6077

Contact: Ranjeev Pannani, President & CEO

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: **145207101**

Block 30: Type of Contractor - **B**

B. Other Small Business

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **200497260**

4a. CAGE Code: **8AMA3**

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)

132-51

As negotiated between the Ordering Activity and Cloud Nine Technologies, Inc.

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: **0.25%** - **10** days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity- **None**
- c. Dollar Volume- **0%**
- d. Government Educational Institutions

Government Educational Institutions are offered the same discounts as all other Government customers.

e. Other

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: Outside the scope of the contract

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 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEEDURES 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) 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.gsadvantage.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. 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.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

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:

Outside the Scope

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 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all hardware/software/services are 508 compliant:

Yes _____

No _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL)::

<http://www.cloudninetech.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)**

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional 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 I-FSS-60 Performance Incentives (April 2000)

- 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.
- 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

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 (Dec 2007) 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 Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional 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 Professional 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Please find enclosed, on the following pages, the description of several categories of IT services offered by **Cloud Nine Technologies, Inc.** along with the corresponding prices:

GSA Pricelist for Year 1 of the contract for Cloud Nine Technologies, Inc.

S. No.	LABOR CATEGORY	GOVERNMENT SITE HOURLY RATE
001	Program Manager II	\$165.87
002	Program Manager	\$126.52
003	Project Manager	\$133.97
004	Programmer V	\$154.60
005	Programmer IV	\$128.84
006	Programmer II	\$101.47
007	Systems Analyst	\$80.96
008	Senior Computer Systems Analyst	\$102.68
009	Senior Computer Scientist/Systems Analyst II	\$109.34
010	Data Analyst	\$87.77
011	Functional Analyst	\$105.65
012	Business Analyst II	\$73.06
013	Software Developer	\$88.76
014	Technical Architect	\$123.99
015	Database Programmer III	\$116.81
016	Database Programmer II	\$103.89
017	Application Engineer/IT Analyst I	\$68.13
018	Application Engineer/IT Analyst II	\$78.00
019	Web Developer	\$83.92
020	Software Tester II	\$93.99
021	Senior QA Analyst	\$100.38

LABOR CATEGORY DESCRIPTIONS

001 COMMERCIAL JOB TITLE: PROGRAM MANAGER II

Minimum Technical Qualifications and Experience: Ten (10) years of progressive Information Technology (IT) experience with at least 2 years experience in managing, directing, and implementing projects. Relevant experience includes, but is not limited to, experience in managing projects, contracts, funds, and resources.

Functional Responsibility: Utilizes technical, project management and program management qualifications and experience to manage programs, contracts and project teams. Build and maintain good relationships with Government clients. Duties may include contract management, project management, and interface with the customer. This position is responsible for formulating and enforcing work standards, assigning contractor schedules, and communicating policies, purposes, and goals to subordinates and subcontractors. He or she is responsible for the overall contract performance and manages IT services and support operations that may include multiple projects. Program Manager II organizes resources to support multiple concurrent projects and manages the execution of multiple concurrent projects.

Minimum Education: Master's degree in Engineering (any discipline), Science, Information Systems, or Business Administration.

Minimum Training: PMP Certification or Equivalent

002 COMMERCIAL JOB TITLE: PROGRAM MANAGER

Minimum Technical Qualifications and Experience: Eight (8) years of progressive Information Technology (IT) experience with at least 2 years experience in managing, directing, and implementing projects. Relevant experience includes, but is not limited to, experience in managing projects, contracts, funds, and resources.

Functional Responsibility: Duties may include contract management, project management, and interface with the customer. The Program Manager serves as the single contract manager and is the authorized interface with the Government's Contracting Officers Representative (COR), other Government management personnel, and customer agency representatives. The Program Manager is responsible for formulating and enforcing work standards, assigning contractor schedules, and communicating policies, purposes, and goals to subordinates and subcontractors. He or she is responsible for the overall contract performance and manages IT services and support operations that may include multiple projects. The Program Manager organizes resources to support multiple concurrent projects and manages the execution of multiple concurrent projects.

Minimum Education: Bachelor's degree in Engineering (any discipline), Science, Information Systems, or Business Administration.

Minimum Training: None

003 COMMERCIAL JOB TITLE: PROJECT MANAGER

Minimum Technical Qualifications and Experience: Ten (10) years of progressive IT experience with 4 years in managing, directing, and implementing projects. Relevant experience includes, but is not limited to, experience in managing projects, contracts, funds, and resources.

Functional Responsibility: This position manages a diverse group of functional activities and subordinate groups of technical and administrative personnel. A Project Manager serves as the leader of a delivery/task order and assists the Program Manager in working with the Government's COR, other Government management personnel, and customer agency representatives. Under the guidance of the Program Manager, the Project Manager is responsible for the overall

management of the specific task order(s) and ensuring that the technical solutions and schedules in the task order are implemented in a timely manner. The Project manager performs enterprise-wide horizontal integration planning and interfaces to other functions systems. Project Managers are senior personnel who not only have responsibility for managing projects, but also for managing people.

Minimum Education: Bachelor's degree in Engineering (any discipline), Science, Information Systems, or Business Administration.

Minimum Training: None

004 COMMERCIAL JOB TITLE: PROGRAMMER V

Minimum Technical Qualifications and Experience: Ten (10) years of dedicated experience in architecting, analyzing, designing, developing, implementing, testing and maintaining complex software applications and systems using a variety of tools and technologies like SharePoint, Java, J2EE, XML, .NET, C#, C++, Oracle database, MS SQL Server, Sybase.

Functional Responsibility: Supervises teams of Software Developers, Programmers, Technical Consultants, Network Engineers, System Administrators, testers, and Database Administrators and advises them on all technical issues while ensuring that complex software applications and computer systems are designed, developed, tested and implemented on time and within budget. Responsible for analyzing, designing, developing, testing, implementing, and maintaining complex software applications using latest SDLC guidelines and technologies like SharePoint, Java/J2EE, XML, .NET, C# and C++. Responsible for, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptops.

Conducts project feasibility and implementation studies, including the development of plans and testing for evaluation. Develops and implements data conversion routines. Performs system testing to insure satisfactory results. Duties require knowledge of data sources, data flow, system interactions, and computer equipment and software applications. May perform selected project tasks independently or with minimal direction. Provides technical support to the project team. Establishes and maintains development, testing environments and the configuration management process and structures. Serves as point-of-contact for third-party software and hardware vendors.

Minimum Education: Bachelor's degree in Engineering (any discipline), Science, Information Systems, or Business Administration.

Minimum Training: None

005 COMMERCIAL JOB TITLE: PROGRAMMER IV

Minimum Technical Qualifications and Experience: Eight (8) years of dedicated experience in analyzing, designing, developing, implementing, testing and maintaining complex software applications and systems using a variety of tools and technologies like SharePoint, Java, J2EE, XML, .NET, C# and C++.

Functional Responsibility: Responsible for analyzing, designing, developing, testing, implementing, and maintaining complex software applications using latest SDLC guidelines and technologies like SharePoint, Java/J2EE, XML, .NET, C# and C++. Responsible for, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptops. Conducts project feasibility and implementation studies, including the development of plans and testing for evaluation. Develops and implements data conversion routines. Performs system testing to insure satisfactory results. Duties require knowledge of data sources, data flow, system interactions, and computer equipment and software applications. May perform selected project tasks independently or with minimal direction. Provides technical guidance to the project team. Establishes and maintains development, testing environments and the configuration management process and structures.

Minimum Education: Bachelor's degree in Engineering (any discipline), Science, Information Systems, or Business Administration. Advanced Degrees in the above fields are desirable.

Minimum Training: None

006 COMMERCIAL JOB TITLE: PROGRAMMER II

Minimum Technical Qualifications and Experience: Four (4) years of experience in writing application codes/programs using various programming language/s like SharePoint, Java, J2EE, XML, .NET, C# and C++.

Functional Responsibility: Independently write codes and application programs in various languages like Java, XML, .NET, C#, C++, Perl, SharePoint, and PL/SQL. Also responsible for Unit testing, code maintenance, and technical documentation.

Minimum Education: Bachelor's degree in Engineering (any discipline), Science, Information Systems, or Computer Science.

Minimum Training: None

007 COMMERCIAL JOB TITLE: SYSTEMS ANALYST

Minimum Technical Qualifications and Experience: Overall four (4) years of experience in analyzing computer systems, system interfaces, architecture, and business processes.

Functional Responsibility: Supports the development, enhancement, and maintenance of products and services applicable to multiple lines of a customer's business using information technology. Responsible for analyzing the business processes, data and/or Information Systems of organizations. This includes the analysis of the architecture of the system, what hardware, operating system and software the organization uses, what is the role of each hardware and software element, what databases the organization runs and on what platforms, is the data being used reliable, which processes run on which platform/hardware, in what programming languages have the business logic been written. Anticipates and identifies user problems and needs. Recommends IT Systems solutions based on customer business requirements and industry trends. Advises on methods to improve business processes and remove non-value added activities to enhance IT system performance. Leads customer training and builds relationships with multiple customer levels.

Minimum Education: Bachelor's degree in Computer Sciences, Information Systems, Business, Mathematics or Engineering or equivalent combination of education and experience.

Minimum Training: None

008 COMMERCIAL JOB TITLE: SENIOR COMPUTER SYSTEM ANALYST

Minimum Technical Qualifications and Experience: Overall six (6) years of experience in analyzing computer systems, system interfaces, architecture, and business processes.

Functional Responsibility: Supervises and guides a team of System Analysts while supporting the development, enhancement, and maintenance of products and services applicable to multiple lines of a customer's business using information technology. Responsible for analyzing the business processes, data and/or Information Systems of organizations. This includes the analysis of the architecture of the system, what hardware, operating system and software the organization uses, what is the role of each hardware and software element, what databases the organization runs and on what platforms, is the data being used reliable, which processes run on which platform/hardware, in what programming languages have the business logic been written. Anticipates and identifies

user problems and needs. Recommends IT Systems solutions based on customer business requirements and industry trends. Advises on methods to improve business processes and remove non-value added activities to enhance IT system performance. Leads customer training and builds relationships with multiple customer levels.

Minimum Education: Bachelor's degree in Computer Sciences, Information Systems, Business, Mathematics or Engineering or equivalent combination of education and experience.

Minimum Training: None

009 COMMERCIAL JOB TITLE: SENIOR COMPUTER SCIENTIST/SYSTEMS ANALYST II

Minimum Technical Qualifications and Experience: Overall fifteen (15) years of experience in analyzing computer systems, system interfaces, architecture, and business processes.

Functional Responsibility: provides computer engineering and computer systems analysis and software engineering services for CSD (Computer System and Design) and CSS (Computer Systems and support). Performs software engineering work supporting tasks that are related to Information Technology Systems Architecture, Enterprise Architecture, or Network Analysis/Design/Test.

Minimum Education: Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering or equivalent combination of education and experience.

Minimum Training: None

010 COMMERCIAL JOB TITLE: DATA ANALYST

Minimum Technical Qualifications and Experience: Overall three (3) years of experience in data analysis, data matching and creating reports using database techniques and SQL querying.

Functional Responsibility: Provides data analysis and data matching services using database techniques. Responsible for designing, implementing and loading data into database tables. Develops basic SQL scripts. Designs and develops reports for business users using reporting tools. Maybe responsible for creating database and reporting documentation like data dictionary, report UI design etc.

Minimum Education: Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering or equivalent combination of education and experience.

Minimum Training: None

011 COMMERCIAL JOB TITLE: FUNCTIONAL ANALYST

Minimum Technical Qualifications/Experience: Four (4) years of experience in analyzing the business processes and producing systems requirements specification documents for the automation of business processes using the pertinent technologies.

Functional Responsibility: Responsible for analyzing the various business processes and systems in an organization and how they interact with each other. Defines and documents business needs and translates them into IT system requirements. Analyzes the Software Development Life Cycle (SDLC) relationship and implications to the business requirements deliverables. Coordinates with business stakeholders, and interact with the customers' technology team to ensure the alignment of the customers' business needs and IT solutions. Responsible for identifying the

performance bottlenecks and recommend steps to eradicate them with the goal of making the processes and therefore the systems more efficient.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Mathematics or Engineering or equivalent combination of education and experience. Candidates having Associate Degree will also be considered if and only if they have atleast six (6) years of experience in analyzing the business processes and Information Systems.

Minimum Training: None

012 Commercial Job Title: BUSINESS ANALYST II

Minimum Technical Qualifications/Experience: Overall two (2) years of experience in analyzing the business processes of organizations, mentoring other Business Analysts, coordinating and supporting the development, enhancement, and maintenance of products and services applicable to multiple lines of a customer's business using latest information technology practices and trends.

Functional Responsibility: Coordinates and supports the development, enhancement, and maintenance of products and services applicable to multiple lines of a customer's business using information technology. Also responsible for analyzing the business processes, data and/or Information Systems of organizations. This includes the analysis of the architecture of the system, what hardware, operating system and software the organization uses, what is the role of each hardware and software element, what databases the organization runs and on what platforms, is the data being used reliable, which processes run on which platform/hardware, in what programming languages have the business logic been written. Anticipates and identifies user problems and needs. Recommends IT Systems solutions based on customer business requirements and industry trends. Leads, plans, schedules, and controls complex IT projects and activities with customers, support groups, and vendors on concurrent IT projects. Applies extensive knowledge of the customer's business and industry to develop IT system specifications. Advises on methods to improve business processes and remove non-value added activities to enhance IT system performance.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Mathematics or Engineering or equivalent combination of education and experience. Candidates having Associate Degree will also be considered if and only if they have atleast four (4) years of experience in analyzing the business processes and Information Systems.

Minimum Training: None

013 COMMERCIAL JOB TITLE: SOFTWARE DEVELOPER

Minimum Technical Qualifications and Experience: Two (2) years of dedicated experience in analyzing, designing, developing, implementing, testing and maintaining complex software applications and systems using a variety of tools and technologies like SharePoint, Java, J2EE, XML, .NET, C# and C++.

Functional Responsibility: This position provides technical expertise to develop and configure applications to ensure that the systems meet business requirements. Candidate possesses experience in design and execution of enterprise level IT projects and supports technical teams in the architectural, design and development efforts. Candidate demonstrates experience in software and system development and supports all phases of development. Candidate possesses experience and knowledge in the latest industry trends and developments in enterprise IT solutions. Write codes and application programs in various languages SharePoint, Java, XML, .NET, C# and C++. Also responsible for Unit testing, and code maintenance. Responsible for writing application software, technical and user documentation, and software conversions.

Minimum Education: Bachelor's degree in Engineering (any discipline), Science, Information Systems, or Business Administration.

Minimum Training: None

014 COMMERCIAL JOB TITLE: TECHNICAL ARCHITECT

Minimum Technical Qualifications/Experience: Eight (8) years of experience in the field of Information Technology out of which at least five years must be devoted to designing various components of Information systems for organizations based on the various business processes and applications. Must be vary familiar with design tools like ERWin, Visio and Rational Rose and must have architected atleast 3 systems in the past.

Functional Responsibility: Contribute to the establishment and maintenance of an overall IT architecture relevant to and consistent with the company's business and technology direction and objectives. Also, designs and develops new software products or major enhancements to existing software. Addresses problems of systems integration, compatibility, and multiple platforms.

Develops information technology technical and application architectures and participates insetting technology direction and standards. Provides technical architectural design review for major business applications and technology initiatives. Facilitates linkage with key business areas by understanding enterprise requirements and by communicating architecture frameworks best practices and standards. Develops recommendations and requirements for legacy applications to evolve towards conformance with target architecture. Continually reviews the company's applications, workflow, systems, and network management and network infrastructure, for opportunities to improve effectiveness and efficiency.

Minimum Education: Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering (Electrical, Computer, Mechanical). Candidates having Bachelors Degree in disciplines other than those listed above will also be considered if and only if they have atleast ten years of experience in architecturing IT systems.

Minimum Training: None

015 COMMERCIAL JOB TITLE: DATABASE PROGRAMMER III

Minimum Technical Qualifications/Experience: Overall six (6) years experience in analyzing, designing, developing, and administering databases (Oracle, MS SQL, DB2, and Sybase).

Functional Responsibility: Responsible for designing, tuning, and maintaining the databases. This includes the design of the tables, fields, screens, triggers and stored procedures so as to optimize the database performance (efficiency, reliability, scalability). Will analyze database systems and programs, which include access methods, access time, file structures, device allocation, validation checks, statistical methods, and security. Will also work with user community to understand data access and integration needs, ensure integration of systems through the database structure, perform data modeling, monitor database standards and procedures, system usage and performance, troubleshoot and resolve database and data problems, and develop and administer disaster recovery plans.

Minimum Education: Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering or equivalent combination of education and experience. Candidates having Associate Degree will also be considered if they have atleast eight (8) years of experience analyzing and designing databases.

Minimum Training: None

016 COMMERCIAL JOB TITLE: DATABASE PROGRAMMER II

Minimum Technical Qualifications/Experience: Overall four (4) years experience in analyzing, designing, developing, and administering databases (Oracle, MS SQL, DB2, and Sybase).

Functional Responsibility: Responsible for designing, tuning, and maintaining the databases. This includes the design of the tables, fields, screens, triggers and stored procedures so as to optimize the database performance (efficiency, reliability, scalability). Will analyze database systems and programs, which include access methods, access time, file structures, device allocation, validation checks, statistical methods, and security. Other responsibilities may include:

- ❖ Maintaining and creating Users, Nodes, Instances, Databases, Tables Spaces, Containers, Buffer Pools and Logs.
- ❖ Installing the database on the server as well as installing the clients.
- ❖ Migrating data between databases.
- ❖ Extracting data from one system into flat files and then loading into the database without constraints.
- ❖ Writing Stored procedures, Triggers to populate data from non-constraints tables to normalized tables with constraints.
- ❖ Writing scripts to create instances, databases, scheduling online, offline backups and restoring databases.

Minimum Education: Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering or equivalent combination of education and experience. Candidates having Associate Degree will also be considered if they have atleast six (6) years of experience analyzing and designing databases.

Minimum Training: None

017 COMMERCIAL JOB TITLE: APPLICATION ENGINEER/IT ANALYST I

Minimum Technical Qualifications and Experience: Overall two (2) years of experience in defining, implementing and maintaining the Information Security of firms. Must have strong knowhow of Encryption, Intrusion Detection, Network Security and Ethical Hacking.

Functional Responsibility: This position is responsible for ensuring that the organization networks as well as information is secure at all times by constantly monitoring intrusion detection, data encryption, and taking quick and effective corrective measures in the event of a breach. Provides technical knowledge and analysis of information assurance, to include applications; operating systems; Internet and Intranet; physical security; networks; risk assessment; critical infrastructure continuity and contingency planning; emergency preparedness; security awareness and training.

Provides analysis of existing system's vulnerability to possible intrusions, resource manipulation, resource denial and destruction of resources. Provides technical support and analysis to document organizational information protection framework, and supports policy and procedures preparation and implementation. Monitors firewall logs. Analyzes the client system security, conducts gap analysis, determines enterprise information security standards, and develops and implements information security standards and procedures. Ensures that all information systems are functional and secure.

Minimum Education: Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering (Electrical, Computer, Mechanical). Candidates having Bachelor's Degree in disciplines other than those listed above will also be considered if and only if they have atleast 8 years of experience in defining, implementing and maintaining the Information Security of firms.

018 COMMERCIAL JOB TITLE: APPLICATION ENGINEER/IT ANALYST II

Minimum Technical Qualifications/Experience: Overall five (5) years of experience in defining, implementing and maintaining the Information Security of firms. Must have strong knowhow of Encryption, Intrusion Detection, Network Security and Ethical Hacking.

Functional Responsibility: Responsible for defining/ameliorating the IS Policy, including Disaster Recovery Policy for client organizations. Also responsible for ensuring that the organization networks as well as information is secure at all times by constantly monitoring intrusion detection, data encryption, and taking quick and effective corrective measures in the event of a breach. Provides technical knowledge and analysis of information assurance, to include applications; operating systems; Internet and Intranet; physical security; networks; risk assessment; critical infrastructure continuity and contingency planning; emergency preparedness; security awareness and training.

Provides analysis of existing system's vulnerability to possible intrusions, resource manipulation, resource denial and destruction of resources. Provides technical support and analysis to document organizational information protection framework, and supports policy and procedures preparation and implementation. Monitors firewall logs. Analyzes the client system security, conducts gap analysis, determines enterprise information security standards, and develops and implements information security standards and procedures. Ensures that all information systems are functional and secure.

Minimum Education: Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering (Electrical, Computer, Mechanical). Candidates having Bachelor's Degree in disciplines other than those listed above will also be considered if and only if they have at least 8 years of experience in defining, implementing and maintaining the Information Security of firms.

Minimum Training: None

019 COMMERCIAL JOB TITLE: WEB DEVELOPER

Minimum Technical Qualifications/Experience: Overall two (2) years of experience in independently analyzing web systems and developing Internet/Intranet applications with any combination of the tools such as .Net, XML, Java, EJB and Java Script and deploying the applications on the Application Servers like Weblogic, Websphere and iPlanet. Must be proficient in one or more of .Net, Java, HTML, DHTML, JavaScript, CGI, Cold Fusion, COM/DCOM, and CORBA.

Functional Responsibility: Analyzing, understanding the architecture and developing Internet applications using languages like Microsoft .Net, Java, XML, JSP, EJB and Javascript and deploying the applications on the Application Servers like Weblogic, Websphere and iPlanet. Also responsible for writing interfaces, developing stored Procedures, Triggers and Views, Unit testing and code review. Can work independently in support of a joint applications development effort.

Minimum Education: Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering (Electrical, Computer, Mechanical). Candidates having Associate degree in any discipline will also be considered if they have at least four (4) years of experience in independently developing industry Internet/web applications..

Minimum Training: None

020 COMMERCIAL JOB TITLE: SOFTWARE TESTER II

Minimum Technical Qualifications/Experience: Overall five (5) years of experience in preparing test case scenarios, and managing unit, and system integration testing (load, functional and regression testing) of various complex software applications manually as well as using automated tools like HP Quality Center, Load Runner, WinRunner and Test Director. Must have expertise in both black box as well as white box testing. Must know how to conduct application, regression and load testing.

Functional Responsibility: Responsible for performing the system and/or application testing (client server and web applications) to ensure that the system/application software is compliant with the access control exposure. Responsible for following the test plan, conducting the unit as well as system testing as per pre-defined test cases,

complete test reporting documentation, identify bugs and the root cause. Use automated tools like HP Quality Center, Load Runner, Win Runner and Test Director.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Business, Economics, Mathematics or Public Administration. Candidates having Bachelors Degree in disciplines other than those listed above will also be considered if they have atleast seven years of experience in performing unit and integration testing manually as well as using automated tools like HP Quality Center, Load Runner, WinRunner and Test Director.

Minimum Training: None

021 COMMERCIAL JOB TITLE: SENIOR QA ANALYST

Minimum Technical Qualifications/Experience: Overall six (6) years of experience in defining test cases , developing test plans and leading the software testing and validation teams in performing the unit, and integrated system (functional, load, regression) testing of complex software/systems. Must have a thorough understanding of Software Testing and Quality Assurance Methodologies like IEEE, SEI CMM/I, ISO 9000, and TQA.

Functional Responsibility: Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the contract as detailed in Quality Assurance Surveillance Plan. Provides an independent assessment of how the project's software development process is being implemented relative to the defined process and recommends methods to optimize the organization's process. Performs regular internal audits to ensure proper quality control. The QA Specialist is responsible for system and/or application testing (client server and web applications) to ensure that the system/application software is compliant with the access control exposure.

Detailed tasks include developing a system/application test plan/design, test procedures and complete test reporting documentation, test execution and tracking, and release management. Includes testing both the functionality of the application via the front end and validate the test results vial the back-end. Testing is done using several testing tools like Load runner and WinRunner. Responsible for developing the test cases system/application test plan/design, test procedures and leading a team of testers in performing the unit, and integrated system (functional, load, regression) testing of complex software/systems. Responsible for reviewing the test reporting documentation, test execution and tracking, and release management. Responsible for ensuring that the system/application software is compliant with the access control exposure.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Business, Economics, Mathematics or Public Administration.

Minimum Training: None

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

Point of Contact: RANJEEV PAMNANI

Title: President & CEO

Tel: 703-934-6077

Fax: 303-479-1021

Email: ranjeev.pamnani@cloudninetech.com

BPA NUMBER _____

**(CUSTOMER NAME)
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 SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

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

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal 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 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.