

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

Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-51 Information Technology Professional Services

SIN 132-33 - PERPETUAL SOFTWARE LICENSES
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Microcomputers

Operating System Software
Application Software
Electronic Commerce (EC) Software
Ancillary Financial Systems Software

NOTE: 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>.

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

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
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.



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4031 University Drive, Suite 100, Fairfax, VA 22030
Phone: (703) 286-2416 – Fax: (703) 997-7227
<http://www.wti-solutions.com>

Contract Number: GS-35F-0652N

Period Covered: May 29, 2013 to May 28, 2018

Price list current through Modification # 0034, dated May 16, 2016

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 Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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I. INFORMATION FOR ORDERING ACTIVITIES

APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Ordering:

Webworld Technologies, Inc. d/b/a WTI
4031 University Drive, Suite 100
Fairfax, VA 22030
Voice: 703-286-2416 Fax: 703-997-7227
Email: info@wti-solutions.com
Web Page: <http://www.wti-solutions.com>

Payment:

Webworld Technologies, Inc., d/b/a WTI
611 South Ft. Harrison Ave., Suite 152
Clearwater, FL 33756

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:

Voice: (703) 286-2416; Fax: (703) 997-7227. In addition, ordering activities may use Email to info@wti-solutions.com for expedited response.

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

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: 95-746-1023
Block 30: Type of Contractor – A. SDB, 8(a), WOSB
Block 31: Woman-Owned Small Business - Yes
Block 36: Contractor's Taxpayer Identification Number (TIN) 54-1795975

- 4a. CAGE Code: 3AV78
4b. Contractor has registered with the Central Contractor Registry

5. FOB DESTINATION

All shipments will be 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>
132-33	As negotiated with ordering activity.
132-51	As negotiated with ordering activity.

Expedited Delivery and/or Overnight and 2-Day Delivery is offered for all Special Item Numbers as negotiated between Contractor and Ordering Agency.

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: Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity - None
- c. Dollar Volume - None
- d. Other Special Discounts (i.e. Government Education Discounts, etc.)

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

Available as negotiated between Contractor and Ordering Agency.

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER

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

a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

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

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

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

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

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. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

No Exceptions

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 receive 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 apply.

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. 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.

24. 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.

25. 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)

II. TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33)

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

(1) Limited Warranty. Contractor warrants that each software product provided hereunder delivered hereunder are fit for use for the particular purpose described in this contract and will perform substantially in accordance with the requirements of this contract for a period of ninety (90) days from the date of acceptance.

(2) Ordering Activity's Sole Remedy. Contractor's entire liability and the ordering activity's exclusive remedy for breach of this limited warranty shall be, at Contractor's option, either (a) the return of the price paid, if any, for the software product, or (b) the repair or replacement of the software product that does not meet Contractor's limited warranty after such software product is returned by the ordering activity to Contractor. The limited warranty provided for in this Article is void if failure of the software has resulted from accident, abuse or misapplication. Any replacement software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages (including without limitation, damages for business interruption, loss of information, or any other pecuniary loss) resulting from any defect or deficiencies in accepted items.

3. SPECIAL ITEM NUMBER 132-33 – PERPETUAL SOFTWARE LICENSES' DESCRIPTIONS

The following is a general description of the software being offered by Webworld Technologies, the Webworld Content Manager™ software. Webworld Technologies reserves the right to define, specify, and program new and different functionality. No entity, other than Webworld Technologies shall define software specifications or functionality.

The Webworld Content Manager™ software is a set of core proprietary software components and code that provides an affordable yet full-featured Web content management solution. It is also the framework our task management application is built on. The Webworld Content Manager™ consists of a set of

browser-based tools for creating, editing and deleting content and pages. Tools are also provided to add and manage permission-based roles within the system by assigning users log-in credentials and access to tools and functions within the system.

3.1 Webworld Content Manager™ Basic System

The Webworld Content Manager™ Basic System is licensed on a per-server basis (up to four CPU's per-server). It provides a fully functional content management system including a library of content types, visual editor, content workflow, content/page creation and editing tools, roles-based security and an online help system. Tools are also provided for user management and other system administration. The Webworld Content Manager™ Basic System works with enterprise-level databases and operating systems. The Webworld Content Manager™ Basic System includes installation, implementation of client's site design within the system, and training on the administrative tools.

3.2 Webworld Content Manager™ Basic System Additional Server Licenses

The Webworld Content Manager™ Basic System is licensed on a per-server basis. All servers running the software, including development and testing servers, must have a Webworld Content Manager™ Basic System license. Price includes installation.

4. WEBWORLD CONTENT MANAGER™ SOFTWARE TERMS AND CONDITIONS

Purchase of Webworld Content Manager™ software products from the Licensor (Webworld Technologies) by any ordering activity or authorized GSA Schedule user (hereinafter called the "ordering activity") under this GSA Schedule contract shall be subject to the following terms and conditions, insofar as the terms and conditions do not conflict with the awarded contract.

A non-exclusive user license is granted by the Contractor ("hereinafter called the Licensor") to the ordering activity for the Webworld Content Manger software acquired. The software is an integrated infrastructure software product offering the functionality to manage the content required to develop, deploy, manage, maintain and support Web-architected applications (hereinafter called the "Software").

The ordering activity accepts and agrees to the terms of this Pricelist and acknowledges that Licensor owns the copyright to the Software and that the Software is licensed (not sold) to ordering activity. The terms and conditions in this Pricelist represent the entire agreement concerning the license for the Software between ordering activity and Licensor, and it supersedes any prior proposal, representation, or understanding between the parties.

4.1 Definitions

As used in this Agreement and Pricelist, the following terms shall have the following meanings:

"Licensor", also called the **"Contractor"** is Webworld Technologies who is the owner of certain computer software code and related documentation called Webworld Content Manager.

"Type of License" Licensor desires to grant to Licensee, and Licensee desires to obtain, a nontransferable and nonexclusive license to use such software and related documentation solely on the terms and conditions set forth herein and as described here in Part II of this Pricelist.

"Licensee" means any ordering activity or authorized GSA Schedule user (hereinafter called the "ordering activity") under this GSA Schedule contract.

“Designated Site” means the original location of the Designated System as identified in Statements of Work or other contract document, or any subsequent location of the Designated System permitted by Section 4.7.

“Designated System” means the computer system that is described in Statements of Work or other contract document, limited to the number of terminals, workstations and/or concurrent users specified in the Statement of Work or other contract document.

“Designated Use” means the uses described in Section 4.2.

“Documentation” means the materials and documents relevant to the Licensed Products described herein. Documentation shall also include, without limitation, any specifications, user guides, manuals, diagrams, drawings, programs and printouts provided by Licensor to Licensee at any time during the term hereof.

“Event of Default” means any event specified in Section 4.14.

“License” means the license to use the Licensed Products as defined in Section 3 above.

“Licensed Products” means the Webworld Content Manager software in object code form only.

“Proprietary Information” means information of the nature described in Section 4.8.

“Usage, Use or Used” includes the act of transferring, transmitting, compiling, executing, interpreting, processing or storing the Licensed Products through the use of computer equipment, or transferring, transmitting, compiling, executing, interpreting, processing or storing any data or information using the Licensed Products; and/or displaying any portion of the Licensed Products or data or information in connection with any of these activities. Also see Section 8 for further terms and conditions and utilization limitations.

4.2 Grant of License

Nonexclusive License to Use

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive, nontransferable and nonassignable license (the “License”) to Use the Licensed Products on the Designated System at the Designated Site solely for purposes of the Designated Use; provided, however, that this Agreement does not grant to Licensee any title or right of ownership in or to the Licensed Products.

Right to Utilize the Documentation

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive, non-transferable and non-assignable right to utilize the Documentation in connection with the Designated Use of the Licensed Products; provided, however, that this Agreement does not grant to Licensee any title or right of ownership in or to the Documentation. Licensee shall not copy any Documentation, but may obtain additional copies from Licensor for the applicable charges specified by Licensor from time to time.

Designated Use

The Licensed Products shall be used only for Licensee's own internal computing requirements in accordance with the terms and conditions set forth in Sections 4.7 and 4.9, and only on the Designated System(s), strictly limited to the designated number of terminals, workstations and/or concurrent users, and shall not be Used on a service-bureau basis for third parties (“Designated Use”).

4.3 Term, Termination and Transfer of Licenses

4.3.1 Term of License.

Licensee grants a perpetual use license under this Contractor’s Pricelist that commences on the Effective Date and shall continue in force until terminated by the ordering activity. The ordering activity may

terminate the terms and conditions established by the purchase of software under this Contractor's Pricelist at any time by returning all copies of the Software to Licensor. These rights of the ordering activity shall terminate upon ordering activity's material breach of any provision of this Pricelist. Upon termination, or if ordering activity abandons the use of the Software, ordering activity shall return all copies of the Software to Licensor, or certify in writing to Licensor that all such copies have been destroyed.

4.3.2 Termination of License.

Upon the expiration or any termination of this Agreement, the License shall terminate. Licensee shall immediately cease using the Licensed Products and shall return to Licensor all copies of the Licensed Products and all Documentation in its possession or control within fourteen (14) days of such termination as set forth in paragraph 4.3.1 above.

4.4 Transfer of License

Ordering activity may not assign, sublicense, pledge, lend, rent, lease, or in any way transfer its rights under this Pricelist to any third party without Licensor's prior written consent. Licensor will not unreasonably withhold its consent to a transfer.

Initial License Fee

In consideration of the grant of the License, Licensee shall pay to Licensor initial license fees (the "Initial License Fee") as set forth in the Contract's Pricelist. Licensee shall pay the Initial License Fee concurrent with the execution of a purchase agreement and/or purchase order.

4.5 Delivery and Installation

Designated System and Site

Licensee shall be solely responsible for the acquisition and installation of the Designated System prior to the delivery and installation of the Licensed Products by Licensor unless otherwise agreed to and reflected in Licensor's purchase agreement and/or purchase order executed by and between Licensor and Licensee prior to delivery and installation of the Licensed Products.

Installation by Licensor

Licensor shall deliver and install the Licensed Products on the Designated System at the Designated Site ("Installation") in accordance with the terms and conditions of Licensor's purchase agreement and/or purchase order executed by and between Licensor and Licensee prior to delivery of the Licensed Products. Licensor shall retain and bear the risk of loss of the Licensed Products and Documentation until delivery to the Designated Site, at which time the risk of loss shall shift to Licensee. Upon completion of the Installation, Licensor shall issue a certificate of installation (the "Certificate of Installation") certifying that the Licensed Products have been installed and substantially achieve the functionality described in the Documentation.

Training

Licensor shall provide consulting services and instruction on the implementation and operation of the Licensed Products, the use and interpretation of the Documentation, and training of certain employees of Licensee for a number of hours, if any, in accordance with the terms and conditions of Licensor's purchase agreement and/or purchase order. Additional training may be purchased using Special Item Number 132-51 in this Schedule's Pricelist.

4.6 Restricted Use, No Copying, Transfer, Relocation and Disposal

Restricted Use

Licensee shall not use the Licensed Products or the Documentation for any purposes other than the Designated Use specified in Section 4.2 hereof in any manner or on any equipment other than the Designated System at the Designated Site. Under no circumstance shall the Licensed Products be removed from the United States of America without the written permission of the Licensor. Licensee acknowledges that unauthorized reproduction or use of the Licensed Products as provided in this Section 4.7 is a breach of a material obligation of this Agreement and is subject to any available remedies for such breach, including, without limitation, those set forth in Section 4.3. The Licensed Products shall be used in connection with only one (1) single Designated System or one (1) substitute system at a time, with a maximum of four CPU's per Designated System. Licensee shall not move or transfer Licensed Products electronically from one computer to another over a local area network or otherwise, or provide use of the Licensed Products in a computer service business, multiple CPU or multiple-user arrangement to users who are not individually licensed by Licensor.

No Copying

Licensee shall not make, have made or permit its employees or third parties to make, any copies or verbal or media translations of the Licensed Products, in whole or part, for any reason, including, without limitation, backing up data and other files merged with the Licensed Products. Notwithstanding the above, Licensee may make a single archival back-up copy of the Licensed Products.

Licensee shall not make any copy of the Licensed Products for a use that Licensor has not expressly approved under this Agreement, notwithstanding the provisions of Section 117 of the U.S. Copyright Act, as amended. Licensee shall not Use or allow the Licensed Products to be used, directly or indirectly, in any manner that would enable its customers or any other person or entity to copy or use any of the Licensed Products.

Replacement of Licensed Products

In addition to the warranty support agreement provided in Section 2, if the Licensed Products or any portion thereof become damaged or lost, Licensor shall replace the same for no charge, provided that Licensee returns all damaged portions and provides Licensor with a certificate of an authorized officer of Licensee specifying in detail the circumstances surrounding the damage or loss.

No Transfer of License; No Sublicense

Licensee shall not assign or transfer this License, or license or sublicense the Use of all or any portion of the Licensed Products, to any other party without the express written consent of the Licensor.

No Modification or Decompilation

Licensee shall not modify, disassemble, decompile, recreate or generate any Licensed Products or any portion or version thereof. Licensee shall not attempt any of the foregoing or aid, abet or permit others to do so.

Substitution of Designated System

If, and only for so long as, the Designated System is not operative, solely because it is malfunctioning or undergoing repair, maintenance or other modification which renders the Designated System inoperable, Licensee may transfer to and make Use of the Licensed Products on substitute equipment but only at the Designated Site, with Licensor's prior consent as to the nature of the substitute equipment which shall be used.

Relocation of Designated System

Licensee may relocate the Designated System only within the United States of America and only with the prior written consent of Licensor. Such subsequent location then shall be considered the Designated Site.

Proper Disposal of Media

Prior to disposing of any media or apparatus, Licensee shall ensure that any Licensed Products contained on such media or stored in such apparatus has been completely deleted or otherwise destroyed.

4.7 Proprietary Information, Confidentiality and Non-Disclosure**Proprietary Information**

Each of the parties hereto acknowledges that, in the course of performing their respective obligations hereunder, it shall receive information which is proprietary and confidential to the disclosing party and which the disclosing party wishes to protect from public disclosure ("Proprietary Information"). Proprietary Information as used herein includes, without limitation, all information disclosed to Licensee at any time prior to or following the execution of this Agreement relating to the Licensed Products (including, without limitation, any specifications, designs, techniques or processes used in creating the Licensed Products); and any other confidential information or trade secrets which have been or shall be disclosed between the parties relating to their respective businesses, customers, products, marketing and sales plans, financial status, product development plans, strategies and the like.

Restrictive Use Conditions

Each of the parties hereto (a) shall hold all Proprietary Information in confidence and not disclose it, except to its employees or representatives to whom disclosure is necessary to effect the purposes of this Agreement and who are similarly bound to hold the Proprietary Information in confidence; (b) shall use its best efforts to prevent inadvertent or unauthorized disclosure, publication or dissemination of any Proprietary Information; and (c) shall not make any use of any Proprietary Information nor circulate Proprietary Information in its organization, except to the extent necessary to carry out the intent of this Agreement.

Licensee shall take appropriate action by written agreement with its employees to satisfy Licensee's obligations under this Agreement with respect to use, copying, modification, protection and security of the Licensed Products and Proprietary Information. Nothing in this Agreement shall be interpreted as placing any obligation of confidence and non-use on a party with respect to any Proprietary Information that (a) can be demonstrated to have been in the public domain as of the effective date of this Agreement or comes into the public domain during the term of this Agreement through no fault of such party; or (b) can be demonstrated by clear and convincing evidence to have been independently developed by such party; or is rightfully received by such party from a third party not under an obligation of confidence to the other party hereto with respect thereto.

Liability for Dissemination

Neither party shall be liable for inadvertent publication or dissemination of any Proprietary Information provided that (i) it uses the degree of care in safeguarding such Proprietary Information as set forth in Section 4.8 above and (ii) upon disclosure or inadvertent publication or dissemination of such Proprietary Information it shall endeavor to prevent any further inadvertent publication or dissemination and promptly notifies the other party of the events involved.

Proprietary Markings

Licensee shall not remove, erase or hide from view any copyright, trademark, confidentiality notice, mark or legend appearing on any of the Licensed Products or any form of output produced by the Licensed Products.

4.8 Ownership and Transfer**Sole Property of Licensor**

Licensor warrants that it owns the Licensed Products and Documentation. Licensee acknowledges that all copies, whether partial or complete, of the Licensed Products and the Documentation, as well as all proprietary rights in and to the Licensed Products and the Documentation, including, without limitation, copyright, patent and trade secret rights, are and shall remain the sole property of Licensor. Licensee shall have only the limited use rights specifically granted by this Agreement and the License granted hereunder.

Transfer and Trademark Restrictions

None of this Agreement, the Licensed Products, the Proprietary Information provided by Licensor to Licensee, or any licenses or rights granted hereunder, may be distributed, sold, leased, assigned, sublicensed, given away, loaned, made available to others by telecommunications data transmissions or otherwise transferred, in whole or in part, by Licensee without the prior written consent of Licensor. Licensee shall have no right to use, advertise, reproduce or distribute any name, trademark or trade name, whether or not registered, associated with or used in conjunction with the Licensed Products, without Licensor's prior written consent.

Taxes

In addition to any other sums payable hereunder, Licensee shall pay to or reimburse Licensor upon demand for amounts equal to all taxes, however designated, arising from or based upon the License or the Licensed Products and the Documentation, including, without limitation, any sale and/or use tax, local privilege or excise tax, tariff, duty, property tax or assessment (but excluding taxes based on Licensor's income).

4.9 Limited Warranty

Licensor warrants for the sole benefit of Licensee that, if properly Used by Licensee in accordance with the terms and conditions of this Agreement, Licensor's instructions and the Documentation, the Licensed Products shall substantially achieve the functionality described in the Documentation in effect at the date hereof for a period of thirty (30) days from the date of the Certificate of Installation ("Warranty Period"). It is a precondition of Licensor's warranty that Licensee promptly notifies Licensor in writing upon discovery of any such nonconformance of the Licensed Products. Licensor reserves the right to conduct tests in such form and manner as it may deem appropriate to substantiate or correct any claimed nonconformance of the Licensed Products.

Licensor's Sole Obligation

Licensor's sole obligation under this warranty shall be at the sole discretion of Licensor, to supply Licensee with a corrected version of the Licensed Products or to terminate this Agreement and refund to Licensee the full amount of the Initial License Fee. If Licensee fails to give Licensor prompt notice of a failure, and the failure causes further deterioration in the performance of the Licensed Products, Licensor shall not have any obligation to correct the failure. Licensor's warranty obligations shall be void if the Licensed Products is modified without the written consent of Licensor.

Limitations on Warranty

Notwithstanding the warranty provisions set forth above, Licensor shall have no warranty obligations if Licensee does not Use the Licensed Products in accordance with this Agreement, all instructions provided by Licensor and the Documentation, as the same may be amended from time to time. Licensor shall have no warranty obligations for Licensed Products if Licensee or any other party has:

- a. Nonconforming Use. Used the Licensed Products in a manner that does not conform to the provisions of this Agreement or the Documentation;
- b. Modification. Modified or attempted to modify any portion of the Licensed Products;
- c. Environmental Conditions. Used the Licensed Products in other than the environmental conditions described in the Documentation or Licensor's instructions; or
- d. Movement of Licensed Products. If the Licensee moves the Licensed Products from the Designated Site or the Designated System without the prior written consent of Licensor the Licensor's warranty obligation ceases.

Licensor shall have no warranty obligations for any Licensed Products that have been subjected to an extreme power surge or electromagnetic field, whether or not through the fault of Licensee.

Responsibility for Use

Licensee assumes full responsibility for its Use of the Licensed Products and any information entered, used and stored thereon. Licensee assumes full responsibility for ensuring that data is not inadvertently modified, deleted, destroyed or disclosed, and for the accuracy and integrity of the results. Licensor assumes no responsibility for Licensee's negligence or failure to take adequate measures to protect data from inadvertent modification, deletion, destruction or disclosure.

No Further Warranties

LICENSOR MAKES NO WARRANTY THAT ALL ERRORS IN THE LICENSED PROGRAMS SHALL BE CORRECTED. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 2, LICENSOR MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF DESIGN, ANY IMPLIED WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY PROPERTY RIGHTS, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTIES SET FORTH IN THIS AGREEMENT, IF ANY SUCH BREACH IS FOUND, SHALL BE REJECTION AND REFUND OF ANY AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR AS AND FOR THE INITIAL LICENSE FEE.

4.10 Limitation of Liability and Remedies**Limitation on Damages**

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT OR ANY EXHIBITS HERETO, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF ANY LICENSED PRODUCTS OR OTHER MATERIALS DELIVERED TO LICENSEE HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTION OF BUSINESS,

WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Maximum Liability

Licensor's liability to Licensee under this Agreement shall be limited to the amounts actually paid by Licensee to Licensor as and for the Initial License Fee. The existence of more than one claim shall not enlarge or extend the limit. Licensee releases Licensor from all obligations, liability, claims and demands related to the Licensed Products, the Documentation and this Agreement in excess of the limitation provided for in this Section 4.12.

Effect of Limitation

The parties acknowledge that the limitations set forth in this Section 4 are integral to the amount of fees charged for the licensing of the Licensed Products and Documentation and the services to be provided in connection with the same, and recognize that were Licensor to assume any further liability beyond that set forth in this Section 4, such fees would be substantially higher.

4.11 Patent, Trade Secret and Copyright Indemnification**Defense of Suits**

Licensor, at its own expense and using legal counsel of its choice, shall defend or at its option settle any claim, suit or proceeding brought against Licensee on the issue of infringement by the Licensed Products of any United States patent, trade name, trademark, service mark, trade secret, copyright or other proprietary rights of any third party ("Infringement").

Licensor shall indemnify Licensee against any costs, expenses or damages finally awarded against Licensee in such action, provided that (i) Licensee promptly notifies Licensor in writing of the action, (ii) Licensor shall have sole control of the defense of any such action or claim and all negotiations for its defense, settlement or compromise and (iii) Licensee shall cooperate with Licensor in all respects requested by Licensor in connection therewith. Licensor shall not be liable for any costs, expenses, damages, or fees incurred by Licensee in connection with any such action or claim unless authorized in writing by Licensor.

Prosecution of Suits

Any action which may be brought to prevent or enjoin any third party from infringement of any patent, trade name, trademark, service mark, trade secret, copyright or other proprietary rights of Licensor with respect to the Licensed Products shall be brought exclusively by Licensor, in its sole discretion and at its sole cost and expense.

Infringement Alternatives

If the Licensed Products are, or in Licensor's opinion are likely to become, the subject of a claim, suit or proceeding of Infringement, Licensor may (a) procure, at no cost to Licensee, the right to continue Usage of the Licensed Products, (b) replace or modify the Licensed Products, at no cost to Licensee, to make it non-infringing, provided that the same functionality is provided by the replacement or modified Licensed Products, or (c) if the right to continue. Usage cannot be procured for Licensee for a cost not exceeding the amounts paid hereunder by Licensee or the Licensed Products cannot be replaced or modified to make it non-infringing, Licensor may terminate the License for such Licensed Products, remove the Licensed Products and grant Licensee refund credit thereon depreciated on a straight-line, thirty-six (36) month basis.

Non-Conforming Use

Licensor shall have no liability for any claim, suit or proceeding of infringement based on the (a) Usage of other than the then latest release of the Licensed Products provided by Licensor, if such Infringement could have been avoided by the Usage of the latest release of Licensed Products and such latest version has been made available to Licensee, or (b) Usage or combination of the Licensed Products with software, hardware or other materials not provided, recommended or approved by Licensor.

4.12 Default and Termination**Early Termination Upon Default**

This Agreement may be terminated prior to the expiration of the term set forth in Section 4.3 upon the occurrence of any of the following Events of Default:

a. Payment. The failure of Licensee to pay to Licensor any sums or amounts due hereunder in a timely manner where such delinquency is not fully corrected within ten (10) days of Licensor's written demand; or

b. Covenants. The failure or neglect of Licensee to observe, keep or perform any of the covenants, terms and conditions of this Agreement, where such nonperformance is not fully cured by Licensee within thirty (30) days after written notice from Licensor; or

c. Bankruptcy. The filing of a petition for a non-Ordering Activity Licensee's bankruptcy, whether voluntary or involuntary, or if an assignment of Licensee's assets is made for the benefit of creditors, or a trustee or receiver is appointed to take charge of the business of Licensee for any reason, or if Licensee becomes insolvent or voluntarily or involuntarily dissolved. In any of such events, this Agreement shall terminate immediately upon written notice from Licensor to Licensee unless the condition giving rise to such notice has been corrected within such thirty (30) day period.

Obligations on Termination

Effective with the date of expiration or other termination of this Agreement, all Usage of the Licensed Products shall terminate, and all rights of Licensee under this Agreement shall cease, specifically including, but without limitation, the License and all other rights granted to Licensee under this Agreement. Notwithstanding any termination of this Agreement, the following shall apply:

a. Continuing Obligations. All relevant provisions of this license agreement and of all non-disclosure covenants required hereunder shall survive the termination of this Agreement.

b. Return of Licensed Products. Within fourteen (14) days following the termination of this Agreement, Licensee shall either destroy or return to Licensee or all Licensed Products and Documentation, all copies thereof, all documents, notes, and other materials related to the Licensed Products in Licensee's possession, together with written certification by an authorized officer of Licensee that the original and all copies of the Licensed Products and Documentation, including unauthorized copies, modifications and other related materials are no longer in use and have been returned to Licensor or destroyed.

No Waiver

Termination of the Agreement under this Section shall be in addition to, and not a waiver of, any remedy at law or in equity available to Licensor arising from Licensee's breach of this Agreement.

4.13 Injunctive Relief

Since unauthorized use, copying or other transfer of the Licensed Products or any Proprietary Information shall diminish substantially the value to Licensor of the trade secrets and proprietary rights that are the subject of this Agreement, if Licensee breaches any of its obligations with respect to limited use, non transferability or confidentiality of the Licensed Products, as provided in the relevant sections of this Agreement, Licensor shall be entitled to obtain equitable relief, without bond, to protect its interests therein, including without limitation, injunctive relief, as well as money damages. Licensee hereby acknowledges that remedies other than equitable relief are inadequate to protect fully Licensor's rights. The rights and remedies set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

4.14 Miscellaneous Terms and Conditions

Force Majeure

Licensor shall not be liable to Licensee for delays in the performance of this Agreement caused by unforeseen circumstances beyond its control, including but not limited to, acts of God, wars, riots, strikes, fires, floods, shortages of labor or materials, labor disputes, accidents, Ordering Activity restrictions or other causes beyond Licensor's reasonable control. In the event of any such delay, the date of performance shall be deferred for a period equal to the time lost by reason of delay. Licensor shall notify Licensee in writing of any such events or circumstances promptly after their occurrence.

Notices

All notices, requests and demands given to or made upon the parties shall be in writing and shall be mailed properly addressed, postage prepaid, registered or a certified, or personally delivered to either party at the addresses set forth above or such other addresses as shall have been specified by either party, upon not less than ten (10) days' notice. Such notice shall be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

Governing Law

The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without offset.

Severability

If any provision of this Agreement is held invalid or unenforceable by any ordering activity of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

4.15 United States Ordering Activity Restricted Rights

This Pricelist grants only restricted rights and limited rights to the United States Ordering Activity in the use of the Software, within the meaning of Federal Acquisition Regulation §52.227-14(a). Use, duplication, or disclosure by the ordering activity is subject to restrictions set forth in Federal Acquisition Regulation §§52.227-14 and 52.227-19, or Defense Federal Acquisition Regulation Section §52.227-7013(C) (1) (ii), as applicable.

Contractor/Manufacturer is Webworld Technologies, Inc. d/b/a WTI with a mailing address of 4031 University Drive, Fairfax, VA 22030.

5. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 866-570-0500 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9am - 6pm EST Monday - Friday excluding holidays.

6. OWNERSHIP

Ordering Activity acknowledges that Contractor owns all proprietary rights, including patent, copyright, trade secret and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software.

7. GENERAL PROVISIONS

Assignment. Ordering Activity will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Contractor, which consent shall not be unreasonably withheld.

Complete Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement.

Amendment. Any amendment to this Agreement must be in writing and signed by both parties.

Waiver. The waiver or failure of Contractor to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

Severability. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

Governing Law. This Agreement is to be construed in accordance with the law of the Commonwealth of Virginia.

Arbitration. The parties shall settle any controversy arising out of this Agreement by arbitration in the State of Virginia in accordance with the rules of the American Arbitration Association. A single arbitrator shall be agreed upon by the parties or, if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

7. UTILIZATION LIMITATIONS - (132-33)

7.1 Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

7.2 When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(a) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(b) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use

the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

DEFINITIONS OF TYPES OF LICENSES

“Seat License”. Where the Authorized Users are identified as having a Webworld Content Manager seat license, the seat license shall refer to an individual user at a desktop computer where the computer does not function as a server supporting multiple workstations.

“Server License”. Where the Authorized Users’ software is identified as a Webworld Content Manager Server or processor license, the server or processor license shall refer to an individual processor residing on a computer which functions as a server supporting multiple workstations. A server may have one or more processors based on its configuration and the environment it serves.

Delivery and Copies. Contractor shall deliver to the ordering activity one copy of the software. As noted earlier, the ordering activity is authorized, at its own expense, to make copies of the software; provided, however, the ordering activity shall only make copies of the software in a quantity which is sufficient to support the use of the software as described in Subsection (5) below.

License to Install. Contractor grants to the ordering activity a perpetual, non-assignable, indivisible, non-transferable, non-exclusive license to install the software, and any copies thereof. Once installed, any ordering activity employee or consultant may use the software for ordering activity projects, which require use of the software, but only in conjunction with the authorized number of processors identified by Contractor. Any other use of and/or access to the software by the ordering activity will constitute an unauthorized and improper use.

Scope of Usage. Only Authorized Users are permitted to use and/or access the software, and any copies thereof, on any combination of single computers and/or computer systems that utilize multiple central processing units, multiple terminals, multiple data input devices, networks, websites, and/or any other multi-user or interactive environments; provided, however, that the Authorized Users may only use the software in conjunction with the authorized number of processors identified by Contractor. Any other use of and/or access to the Webworld Content Manager software will constitute an unauthorized and improper use.

SERVER PROCESSOR LICENSES

Delivery. For each Webworld Content Manager server processor license purchased, Contractor shall deliver to the ordering activity one copy of the software. The ordering activity may not copy the software, except that the ordering activity may make a single back-up copy solely for archival purposes.

License To Install And Use. For each Webworld Content Manager Software license purchased Contractor grants to the ordering activity a perpetual, non-assignable, indivisible, non-transferable, non-exclusive license to install one copy of the software on a single server processor, or other digital electronic device which is capable of accessing the software in any interactive environment (a “Computer”).

Limitations on Use. The ordering activity shall, in all Webworld Content Manager Server usage configurations, acquire and dedicate a license for each separate processor on or from which the software is downloaded, installed, used, accessed, displayed or run. A server processor license for the software may not be shared or used concurrently on different processors.

(c) Except as is provided in paragraph 7.2(b) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(d) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(e) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

8. SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

9. SIN 132-33 – PERPETUAL SOFTWARE LICENSES SYSTEMS BASIC FEATURES

9.1 SPECIAL ITEM NUMBER 132-33 – PERPETUAL SOFTWARE LICENSES – FEATURES AND PRICING

The Webworld Content Manager™ (WCM) software is a set of core proprietary software components and code that provides an affordable yet full-featured Web content management solution. While suitable for departmental-level and proof-of-concept applications, it is also fully scalable to handle enterprise-level content management needs.

Webworld Technologies' software product is governed by a license agreement that is industry standard, and provides favorable terms for the Customer. The product is accompanied by a Commercial license agreement that governs the use and distribution of the software.

WEBWORLD CONTENT MANAGER PRICING			
GSA ITS CLIN	Webworld Content Manager™ Software Products Prices Include the IFF 0.75% Fee	Unit	GSA Price
33-001	WEBWORLD CONTENT MANAGER™ BASIC SYSTEM PRIMARY LICENSE – FIRST SERVER	First Server	\$4534
33-002	WEBWORLD CONTENT MANAGER™ BASIC SYSTEM ADDITIONAL SERVER LICENSES PER ADD’L SERVER	Per-add’l Server	\$2015

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

(1) Cancel the stop-work order; or

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

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress

payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. LABOR CATEGORY DESCRIPTIONS

51-001-Applications Programmer I

Minimum Experience-3 years of general IT experience with 2 years of specific experience in one or more highly specialized phases of applications programming.

Functional Responsibility- Responsible for designing and testing program logic, coding programs, program documentation and preparation of programs for computer operations. Codes, tests, debugs, documents and installs modified and new programs. Uses coding methods for specific programming language to enhance or initiate efficient program execution and performance and to reach optimum hardware use. Monitors production programs for expected performance and responds to errors and emergency problems. Maintains integrity of program logic and coding, and establishes required checks and balances for operational controls. Maintains up-to-date knowledge of computer operating procedures and operating standards. Studies and analyzes data processing functions, methods and procedures, and makes recommendations concerning the feasibility of revising existing programs or adapting new applications to data processing operations that will more effectively use information system resources. Produces procedural documentation as required including both program-level and user-level documentation. Competent to work independently on all phases of applications programming activities but may require instruction and guidance from more senior applications programmer for very complex applications.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field.

51-002-Applications Programmer II

Minimum Experience-5 years of general IT experience with 4 years of specific experience in one or more highly specialized phases of applications programming.

Functional Responsibility- Responsible for designing and testing program logic, coding programs, program documentation and preparation of programs for computer operations. Codes, tests, debugs, documents and installs modified and new programs. Uses coding methods for specific programming language to enhance or initiate efficient program execution and performance and to reach optimum hardware use. Monitors production programs for expected performance and responds to errors and emergency problems. Maintains integrity of program logic and coding, and establishes required checks and balances for operational controls. Maintains up-to-date knowledge of computer operating procedures and operating standards. Studies and analyzes data processing functions, methods and procedures, and makes recommendations concerning the feasibility of revising existing programs or adapting new applications to data processing operations that will more effectively use information system resources. Produces procedural documentation as required. Competent to work independently on all phases of applications programming activities. May supervise the work of other programmers, technologists and technicians and other engineering and scientific personnel.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field.

51-003-Information Assurance II

Minimum Experience- 5 years of experience with three years of specific experience in integrated security system solutions

Functional Responsibility- Understands all phases of information assurance and their technical risks and solutions. Reviews and recommends integrated information security solutions to customer problems based on an understanding of products/systems and desired results. Provides support to one or several areas such as systems security analysis and implementation, system engineering, design assurance, testing, software engineering, program design, configuration management, integration and testing of security products and techniques. Solutions are based on a firm understanding of policy, best practices, procedures, and customer requirements.

Minimum Education- Bachelor's Degree or equivalent and 5 years of general experience.

51-005-Web Developer I

Minimum Experience-3 years of general IT experience with 2 years of specific development experience in Web-based languages and Internet development.

Functional Responsibility - Design, create, troubleshoot, debug, implement, integrate, modify, operate and maintain websites and/or web-based applications for all required formats to include mobile, tablet, laptop and desktop using authoring or scripting languages, content creation tools, management tools, and digital media. Confer with management or development teams to prioritize needs, resolve conflicts, develop content criteria or select solutions. Analyze user needs to determine technical requirements and incorporate technical considerations into design plans, such as budgets, equipment, performance requirements, or legal issues including accessibility and privacy. Evaluate code to ensure it is valid and properly structured, meets industry standards and is compatible with all required browsers, devices, or operating systems. Maintain understanding of current Web core technologies, industry trends, and programming practices through continuing education, self-study/reading or participation in professional conferences, workshops, or groups as required. Apply all required core technologies for building web pages regarding structure, layout, and operations to include programming languages, design tools, or applications. Write supporting code and develop databases that support Web applications and Web sites. Provide clear, detailed descriptions of Web site specifications, such as product features, activities, software, communication protocols, programming languages, and operating systems software and hardware. Create web models or prototypes that include physical, interface, logical, or data models. Competent to work independently on all phases of web development activities.

Minimum Education-HS or GED or Technical or Vendor Certification and Training or 1 year of experience in the field.

51-006-Web Developer II

Minimum Experience-5 years of general IT experience with 3 years of specific development experience in Web-based languages and Internet development.

Functional Responsibility--Design, create, troubleshoot, debug, implement, integrate, modify, operate and maintain websites and/or web-based applications for all required formats to include mobile, tablet, laptop and desktop using authoring or scripting languages, content creation tools, management tools, and digital media. Confer with management or development teams to prioritize needs, resolve conflicts,

develop content criteria, or select solutions. Analyze user needs to determine technical requirements and incorporate technical considerations into design plans, such as budgets, equipment, performance requirements, or legal issues including accessibility and privacy. Evaluate code to ensure it is valid, is properly structured, meets industry standards, and is compatible with all required browsers, devices, or operating systems. Maintain understanding of current Web core technologies, industry trends, and programming practices through continuing education, self-study/reading or participation in professional conferences, workshops, or groups as required. Apply all required core technologies for building web pages regarding structure, layout, and operations to include programming languages, design tools, or applications. Write supporting code and develop databases that support Web applications and Web sites. Provide clear, detailed descriptions of Web site specifications, such as product features, activities, software, communication protocols, programming languages, and operating systems software and hardware. Create web models or prototypes that include physical, interface, logical, or data models. Competent to work independently on all phases of web development activities. May supervise the work of other developers, technologists and technicians and other engineering and scientific personnel.

Minimum Education—HS or GED or Technical or Vendor Certification and Training or 2 years of experience in the field.

51-009-Business Analyst I

Minimum Experience—3 years of general IT experience with 2 years of specific experience in business and/or systems.

Functional Responsibility—Responsible for analyzing and modeling an organizational unit's business processes and systems to understand and document current procedures and requirements; identify areas for improvement, and recommend changes related to implementing a new operational or technical solution. As required, will conduct strategic planning to identify the organizational business needs, business model analysis to define the organizational unit's policies and approaches; process design to standardize the organization's workflows; and, systems analysis to interpret business rules and requirements for technical systems. Conducts business intelligence analysis through data mining and industry trends studies to support stakeholder decision making. Formulates and defines information system scope and objectives through research, analysis, testing and fact finding with a basic understanding of business systems and industry requirements. Performs complex program assignments in analyzing, defining, designing, and implementing cost effective information technology solutions. Prepares communications and makes presentations recommending system enhancements or alternatives. Coordinates closely with technical staff to ensure proper implementation of program and system specifications. Works under supervision or independently.

Minimum Education—Bachelor's Degree or equivalent and 3 years of general experience.

51-010-Business Analyst II

Minimum Experience—6 years of general IT experience with 4 years of specific experience in business and/or systems.

Functional Responsibility—Responsible for analyzing and modeling an organizational unit's business processes and systems to understand and document current procedures and requirements, identify areas for improvement, and recommend changes related to implementing a new operational or technical solution. As required, will conduct strategic planning to identify the organizational business needs, business model analysis to define the organizational unit's policies and approaches; process design to

standardize the organization's workflows; and, systems analysis to interpret business rules and requirements for technical systems. Conducts business intelligence analysis through data mining and industry trends studies to support stakeholder decision making. Formulates and defines information system scope and objectives through research, analysis, testing and fact finding with a basic understanding of business systems and industry requirements. Performs complex program assignments in analyzing, defining, designing, and implementing cost effective information technology solutions. Prepares communications and makes presentations recommending system enhancements or alternatives. Coordinates closely with technical staff to ensure proper implementation of program and system specifications. May be in supervisory role.

Minimum Education - Bachelor's Degree or equivalent and 6 years of general experience.

51-013-Database Manager / Administrator

Minimum Experience -5 years of general IT experience with 4 years of specific experience related to the administration of computerized databases, data warehouse environments including data design, database architecture and maintenance and database quality control, auditing and maintenance.

Functional Responsibility-Responsible for all activities related to the administration of computerized databases. Assigns personnel to various projects and directs their activities; reviews and evaluates their work and prepares performance reports. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities and methods. Consults with and advises users of the various databases. Projects long-range requirements for database administration and design in conjunction with other manager in the information systems function. Prepares activity and progress reports regarding the database management section.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field.

51-014-Documentation Specialist

Minimum Experience-3 years of general IT experience with 2 years of specific experience preparing and/or maintaining systems, programming and operations documentation,

Functional Responsibility- Prepares, maintains, distributes and archives project documentation including user's manuals, technical manuals and documents, training materials, online Help and infrastructure documentation, installation guides, presentations and reports at a complex level as well as all documents necessary to define product configuration and control processes that insure conformance to customer requirements. Performs detailed edits to ensure technical accuracy, consistency, and adherence to specified content and format. Participates in business requirements, functional design and testing work sessions. Works with technical resources to improve document quality and usability. Collect and maintain files of the latest revision level documentation necessary to define configuration, release and version control. Conducts timely distribution of latest revision level documentation to all appropriate users and ensure obsolete documentation is removed from distribution. Maintains the internal documentation library to include a comprehensive filing system and computer database, provides and/or coordinates special documentation services as required, and manages and coordinates special projects. Follows the documentation project through to completion, including client signoff, production and archival. May supervise and direct the work of word processing, graphics and/or technical writing staff.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field.

51-015-Help Desk Manager

Minimum Experience-5 years of general Information Technology experience with 3 years of specific experience in help desk operations.

Functional Responsibility- Provide technical assistance and support relating to computer systems, hardware and software, answering questions or resolving problems for clients in person, or via telephone or electronically. Duties may include running diagnostic programs and/or entering commands and observing system functioning to verify correct operations and detect errors; walking end-users through problem-solving process; setting up equipment for employee use; performing or ensuring proper installation; installing and perform minor repairs to hardware, software, or peripheral equipment, following design or installation specifications; referral of major hardware or software problems or defective products to vendors or technicians for service and maintaining records of daily data communication transactions, problems and remedial actions taken, or installation activities. Will confer with staff, users, and management to establish requirements for new systems or modifications. May develop training materials and procedures, or train users in the proper use of hardware or software. May perform evaluations of software or hardware, and recommend improvements or upgrades. Maintains understanding of all required technologies through self-study, reading of trade magazines and technical manuals, or attending conferences and seminars as applicable to maintain knowledge of all required hardware and software. May work independently or may additionally supervise and direct the work of other personnel engaged in help desk activities.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field.

51-017-Information Center Specialist

Minimum Experience-5 years of general IT experience with 2 years of specific experience with user problem solving and software evaluation.

Functional Responsibility- Under general supervision, provide technical assistance and support relating to computer systems, hardware and software, answering questions or resolving problems for clients in person, or via telephone or electronically. Duties may include running diagnostic programs and/or entering commands and observing system functioning to verify correct operations and detect errors; walking end-users through problem-solving process; setting up equipment for employee use; performing or ensuring proper installation; installing and perform minor repairs to hardware, software, or peripheral equipment, following design or installation specifications; referral of major hardware or software problems or defective products to vendors or technicians for service and maintaining records of daily data communication transactions, problems and remedial actions taken, or installation activities. Will confer with staff, users, and management to establish requirements for new systems or modifications. May develop training materials and procedures, or train users in the proper use of hardware or software. May perform evaluations of software or hardware, and recommend improvements or upgrades. Maintains understanding of all required technologies through self-study, reading of trade magazines and technical manuals, or attending conferences and seminars as applicable to maintain knowledge of all required hardware and software. Competent to work independently on all phases of help desk activities but may require instruction and guidance from more senior help desk personnel for very complex technologies.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field.

51-018-Information Architect I

Minimum Experience-5 years of general IT experience with 3 years of specific experience designing and building Internet systems and applications.

Functional Responsibility-Analyzes client's needs to determine the best technical implementation to achieve their business objectives. This includes participation in defining the requirements as well as determining overall technical design. Defines the structure of the software to be built as well as specifying how parts of the application will communicate to one another. Defines overall strategies covering all aspects of the application including but not limited to: security access rights, database management and interaction with external systems. Requires experience in design paradigms. Ability to speak with business stakeholders and technologists.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field and vendor certifications such as Adobe or Microsoft technical certifications.

51-020-Information Architect

Minimum Experience-8 years of general IT experience with 4 years of specific experience analyzing and designing site information strategies, taxonomies and user interfaces.

Functional Responsibility-Provides analysis of the audiences that will be using the Web systems including their visual and information requirements. Designs and develops user interface features, navigation and browser-based tools. Designs the content taxonomy. Designs the Web systems to support the organization's strategies and goals relative to external communications. Oversees the creation of visual prototypes, which are used to test the site visual, navigation and information design elements.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field, or Technical or Vendor Certification and Training.

51-021-Information Analyst

Minimum Experience-5 years of general IT experience with 2 years of specific experience analyzing and designing site information strategies, taxonomies and user interfaces.

Functional Responsibility-Provides analysis of the audiences that will be using the Web site including the public and administrative visual interfaces and information requirements. Designs and develops user interface features, navigation and browser-based tools. Designs the Web site to support the organization's strategies and goals relative to external communications. Oversees the creation of visual prototypes, which are used to test the site visual, navigation and information designs with users.

Minimum Education-AA/AS in a related engineering, business, information systems, computer science, physical science, or technical field or Technical or Vendor Certification and Training such as Adobe or Microsoft.

51-022- Technical Project/Task Manager

Minimum Experience-5 years of general IT experience with 2 years of specific experience planning, developing, deploying and overseeing Web sites and/or web development teams.

Functional Responsibility- Integrates all functions and activities necessary to perform the project to meet the client or customer requirements. Plans and implement the project team tasks and meets quality requirements for project products and services. Directs project team personnel, manages cost and schedule, ensures contract compliance and serves as main customer interface. As project leader, provides technical direction for the complete systems development effort. May serve as a technical authority for a design area. Resolves unique and unyielding systems problems using new technology. Can complete tasks within estimated time frames and budget constraints. Interacts with government management personnel and Program Manager. Reports in writing and orally to contractor management and government representatives, including the government contracting officer.

Minimum Education-HS/GED or Technical or Vendor Certification and Training or 2 years of experience in the field.

51-023-Security Administrator

Minimum Experience-5 years of general IT experience with 2 years of specific experience ensuring the safety of the organization's Web site and transactions across the Internet/Intranet.

Functional Responsibility- Responsible for managing all IT-related security and safety issues for a given project and applying risk management to information systems. Duties include developing policies, procedures and standards to minimize risks and assess and secure information technology assets; overseeing the implementation of procedures to secure both company and customer data; and providing technical advice on access control, security models, disaster recovery, business continuity planning, and security awareness training. Plans, implements, monitors, and troubleshoot internal information technology security policies, application security, access control, and corporate data safeguards. Provide expert security consultancy during requirements, design and implementation phases of the software or system development cycle. Provides highly technical and specialized guidance and solutions to complex security problems. Prepares reports and gives presentations to upper management. Works independently or as a member of a team. May act as a project leader and provide technical leadership and guidance.

Minimum Education-AA/AS in a related engineering, business, information systems, computer science, physical science, or technical field or Technical or Vendor Certification and Training such as Adobe or Microsoft

51-024-Software Developer I

Minimum Experience-3 years of general IT experience with 1 year of specific development experience in Web-based languages and Internet development.

Functional Responsibility -Research, design, program, test and maintain software systems to include general computer applications software or specialized utility programs. Analyze user needs and design or customize software solutions with the aim of optimizing operational efficiency. Analyze information to determine, recommend, and plan installation of a new system or modification of an existing system. Design, develop and modify software systems, using scientific analysis and mathematical models to predict and measure outcome and consequences of design. Modify existing software to correct errors, to

adapt it to new hardware, or to upgrade interfaces and improve performance. Develop and direct software system testing and validation procedures, programming, and documentation. Store, retrieve, and manipulate data for analysis of system capabilities and requirements. Determine system performance standards. Support development of user documentation or training materials. Coordinate software system installation and monitor equipment functioning to ensure specifications are met. Competent to work independently on all phases of software development activities.

Minimum Education-HS or GED or Technical or Vendor Certification and Training or 1 year of experience in the field.

51-025-Software Developer II

Minimum Experience-4 years of general IT experience with 2 years of specific development experience in Web-based languages and Internet development

Functional Responsibility- Research, design, program, test and maintain software systems to include general computer applications software or specialized utility programs. Analyze user needs and design or customize software solutions with the aim of optimizing operational efficiency. Analyze information to determine, recommend, and plan installation of a new system or modification of an existing system. Design, develop and modify software systems, using scientific analysis and mathematical models to predict and measure outcome and consequences of design. Modify existing software to correct errors, to adapt it to new hardware, or to upgrade interfaces and improve performance. Develop and direct software system testing and validation procedures, programming, and documentation. Store, retrieve, and manipulate data for analysis of system capabilities and requirements. Determine system performance standards. Support development of user documentation or training materials. Coordinate software system installation and monitor equipment functioning to ensure specifications are met. Competent to work independently on all phases of software development activities. May supervise the work of programmers, technologists and technicians and other engineering and scientific personnel.

Minimum Education-HS or GED or Technical or Vendor Certification and Training or 1 year of experience in the field.

51-026 – Systems Engineer I

Minimum Experience—4 years of general IT experience with 2 years of specific experience in systems and applications.

Functional Responsibility- Researches, collects and reports information on the ability and capacity of technology products and software systems. Participates in design, development, engineering and architecture support. Aids in the maintenance and/or testing of applications and systems, redesign and/or virtualization of existing systems to fulfill the needs of customers. Provides systems functionality and capacity analysis. Applies engineering and design methods, theories, and research techniques in the solution of system requirements, hardware/software interfaces, applications, and solutions. Possesses and applies knowledge in one or more professional or technical specialty areas on work assignments. Relies on experience and judgment to plan and accomplish tasks.

Minimum Education- Vendor Certification and Training or 2 years of experience in the field.

51-028 – Systems Engineer III

Minimum Experience–10 years of general IT experience with 8 years of specific experience in systems and applications.

Functional Responsibility- Researches, collects and reports information on the ability and capacity of technology products and software systems. Participates in design, development, engineering and architecture support. Aids in the maintenance and/or testing of applications and systems, redesign and/or virtualization of existing systems to fulfill the needs of customers. Provides systems functionality and capacity analysis. Applies engineering and design methods, theories, and research techniques in the solution of system requirements, hardware/software interfaces, applications, and solutions. Possesses and applies knowledge in one or more professional or technical specialty areas on work assignments. Relies on experience and judgment to plan and accomplish tasks. Capable of managing several teams.

Minimum Education- Bachelor's Degree and 8 years of experience in systems and applications.

51-029-Graphics Designer I

Minimum Experience-3 years of general IT experience with 1 year of specific experience designing and building Web pages.

Functional Responsibility- Performs high-level computer graphic design activities to produce still or animated graphics for hard copy or digital visual elements including brochures, briefings, displays, websites, or broadcast media; involved in all aspects of graphics/illustration projects from conceptualization and development to final presentation. Acts as a technical consultant on matters of design, composition and methods of presenting technical data. Uses a broad range of graphics production software applications, techniques, tools and equipment. Exercises creative judgment and originality by translating needs into graphics capabilities.

Minimum Education-HS/GED or Technical or Vendor Certification and Training.

51-030-Graphics Designer II

Minimum Experience-5 years of general IT experience with 2 years of specific experience designing and building Web pages.

Functional Responsibility-

Performs high-level computer graphic design activities to produce still or animated graphics for hard copy or digital visual elements including brochures, briefings, displays, websites, or broadcast media; involved in all aspects of graphics/illustration projects from conceptualization and development to final presentation. Acts as a technical consultant on matters of design, composition and methods of presenting technical data. Uses a broad range of graphics production software applications, techniques, tools and equipment. Exercises creative judgment and originality by translating needs into graphics capabilities. Participates in website design. Provides technical training and guidance to lower-level graphics personnel and may act as a team or task lead.

Minimum Education-AA / AS in a related engineering, business, information systems, computer science, physical science, or technical field or Technical or Vendor Certification and Training such as Adobe or Microsoft.

51-031-Graphics Designer III

Minimum Experience-7 years of IT experience with 3 years of specific experience designing and building Web pages.

Functional Responsibility-Performs high-level computer graphic design activities to produce still or animated graphics for hard copy or digital visual elements including brochures, briefings, displays, websites, or broadcast media; involved in all aspects of graphics/illustration projects from conceptualization and development to final presentation. Acts as a technical consultant on matters of design, composition and methods of presenting technical data. Uses a broad range of graphics production software applications, techniques, tools and equipment. Exercises creative judgment and originality by translating needs into graphics capabilities. Participates in website design. Provides technical training and guidance to lower-level graphics personnel. May act as a team or task lead.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field and Technical or Vendor Certification and Training such as Adobe or Microsoft technical certifications.

51-032-Network Engineer I

Minimum Experience-5 years of general IT experience with 2 years of specific experience reviewing, plan, evaluating and maintaining network systems.

Functional Responsibility-Reviews, plans, and evaluates network Systems. May troubleshoot network systems and recommend improvements to network. Provides documentation/project tracking and management reporting. Provides tactical and strategic input on overall network planning and related projects. Requires a bachelor's degree in a related area and at least two years of experience in the field. Familiar with standard concepts, practices, and procedures in the field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude is required.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field and Technical or Vendor Certification and Training such as Adobe or Microsoft technical certifications.

51-033-Network Engineer II

Minimum Experience-7 years of general IT experience with 3 years of specific experience reviewing, plan, evaluating and maintaining network systems.

Functional Responsibility-Reviews, plans, and evaluates network systems. May troubleshoot network systems and recommend improvements to network. Provides documentation/project tracking and management reporting. Provides tactical and strategic input on overall network planning and related projects. Requires a bachelor's degree in a related area and at least five years of experience in the field. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field and Technical or Vendor Certification and Training such as Adobe or Microsoft technical certifications.

51-034-Project Manager

Minimum Experience-5 years of general IT experience with 2 years of specific experience planning, developing, deploying and overseeing information technology projects and teams.

Functional Responsibility-Possesses the ability to architect, communicate, deploy and track multi-faceted project plans merging strategic business initiatives, critical success factors with corporation resources. Superior written and verbal communication and presentation competence. Proficient in negotiating solutions between teams possessing diverse requirements and objectives. Apply and train teams in using planning and analysis techniques (brainstorming, process flow). Push the visibility of the project knowledge base and tracking information accomplishing the training customers and maintaining appropriate progress visibility. Delegate responsibilities as needs and appropriate resources are identified. Approach project teams as a “coach” motivating their ownership of the appropriate process.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field or Technical or Vendor Certification and Training or 2 years of experience in the field.

51-035 – Subject Matter Expert I

Minimum Experience- 8 years of general experience with at least 6 years of specific experience in one or more specialized disciplines.

Functional Responsibility-Well versed in a single or multiple defined disciplines. Maintains current knowledge on defined disciplines. Provides guidance and insight into specific business functions, requirements, and/or subject of expertise. Prepares and delivers briefings, leads discussions, and facilitates workshops or seminars. Applies analytical and evaluative methods and techniques to assess the efficiency and effectiveness of various programs in areas such as operations, strategy, management practices, organizational structure, resource management/acquisition approaches, and risk management. May perform other duties as assigned.

Minimum Education - BA/BS Degree and 8 years of general experience.

51-036 – Subject Matter Expert II

Minimum Experience- 10 years of general experience with at least 6 years of specific experience in one or more specialized disciplines.

Functional Responsibility- Well versed in a single or multiple defined disciplines. Maintains current knowledge on defined disciplines. Provides guidance and insight into specific business functions, requirements, and/or subject of expertise. Prepares and delivers briefings, leads discussions, and facilitates workshops or seminars. Applies analytical and evaluative methods and techniques to assess the efficiency and effectiveness of various programs in areas such as operations, strategy, management practices, organizational structure, resource management/acquisition approaches, and risk management. Performs a wide variety of tasks.

Minimum Education - BA/BS Degree and 10 years of general experience.

51-037 – Subject Matter Expert III

Minimum Experience- 12 years of general experience with at least 6 years of specific experience in one or more specialized disciplines.

Functional Responsibility- Well versed in a single or multiple defined disciplines. Maintains current knowledge on defined disciplines. Provides guidance and insight into specific business functions, requirements, and/or subject of expertise. Prepares and delivers briefings, leads discussions, and facilitates workshops or seminars. Applies analytical and evaluative methods and techniques to assess the efficiency and effectiveness of various programs in areas such as operations, strategy, management practices, organizational structure, resource management/acquisition approaches, and risk management. Performs a variety of tasks.

Minimum Education - BA/BS Degree and 12 years of general experience.

51-038-Technical Editor

Minimum Experience-5 years of general IT and/or editing experience with 3 years of specific experience in technical documentation.

Functional Responsibility- Produces, catalogues and maintains technical publications. Creates, writes edits and produces publications in a variety of formats (to include hard copy and digital) including reports, manuals, briefs, guides, instructions, procedures and related materials. Organizes and writes required technical material using word processing applications per established corporate standards with respect to order, style, terminology and sequencing. Reviews publications and recommends revisions or changes in approaches, scope, format, test, methods of production and dissemination. Maintains corporate standards for publications. Consults with technical subject-matter experts to ensure common understanding of publications and related materials to be produced. Develops and/or administers cataloging systems and maintains records, files, electronic media and archiving of information for publications in a business unit for corporate references. Selects or recommends use of layouts, graphics, drawings, tables, exhibits, illustrations, charts, or storyboards to amplify or clarify publications objectives. Periodically audits and reviews publications to determine whether format or content changes/updates are required. Remains current on new developments in technical writing, editing and publishing, including technological enhancements that may affect the corporation. May perform administrative support functions as an adjunct to other contract activities.

Minimum Education-BA/BS Degree in a related engineering, business, information systems, computer science, physical science, or technical field.

51-039-Enterprise Architect I

Minimum Experience–5 years of general IT experience with 4 years of specialized experience in business systems.

Functional Responsibility–Uses various computer technologies and tools to capture the structure and dynamics of an enterprise. Produces artifacts such as taxonomies, diagrams, documents and models. Independently performs a variety of system design and engineering tasks which are broad in nature and are concerned with the logical organization of business functions, business capabilities, business

processes, people, information resources, business systems, software applications, computing capabilities, information exchange and communications infrastructure within the enterprise. Considered a Subject Matter Expert in one or more specific areas of computer system design and networking.

Minimum Education– BA/BS Degree in a related engineering, business, information systems, computer science, physical science or technical field.

Additional education in excess of requirements can be substituted for experience requirements:

Required Education Or Certification	Actual Education Or Certification Obtained	Additional Years of Experience Credited the Employee
MA/MS	Ph.D.	4
BA/BS	Ph.D.	6
BA/BS	MA/MS	2
AA/Tech Institute Degree	2 Years College	2
HS/GED	BA/BS	4
CNE, CAN	BS in Computer Science	2
MCSE, MPS, MCD	BS in Computer Science	2
UNIX Certification	BS in Computer Science	2
CNE, CAN	Equivalent Certifications	2
MCSE, MPS, MCD	Equivalent Certifications	2
UNIX Certification	Equivalent Certifications	2
Engineer in Training	BS in Engineering	2
Professional Engineer	BS in Engineering	N/A

Additional experience in excess of requirements can be substituted for educational requirements

Actual Education Or Certification	Required Education Or Certification	Additional Years of Experience Needed for Educational Equivalency
HS/GED	BA/BS	4
HS/GED	MA/MS	6
HS/GED	Ph.D.	No equivalency
BA/BS	MA/MS	2
BA/BS	Ph.D.	No equivalency
MA/MS	Ph.D.	4
HS/GED	AA/Tech Institute Degree	2
BS in Computer Science	CNE, CNA	1
BS in Computer Science	MCSE, MPS, MCD	1
BS in Computer Science	UNIX Certification	1
CNE, CNA Coursework	CNE, CNA	3
MCSE, MPS, MCD Coursework	MCSE, MPS, MCD	3
UNIX Courses	UNIX Certification	3
BS in Engineering	Engineer in Training	2
BS in Engineering	Professional Engineer	No equivalency

17. LABOR CATEGORY PRICING

GSA CLIN	Labor Category	Year 11 to 5/28/2014	Year 12 to 5/28/2015	Year 13 to 5/28/2016	Year 14 to 5/28/2017	Year 15 to 5/28/2018
51-001	Applications Programmer I	\$124.73	\$127.10	\$129.51	\$131.97	\$134.48
51-002	Applications Programmer II	\$154.07	\$157.00	\$159.98	\$163.02	\$166.12
51-003	Information Assurance II		\$102.08	\$104.82	\$106.83	\$108.87
51-005	Web Developer I	\$86.50	\$88.15	\$89.82	\$91.53	\$93.27
51-006	Web Developer II	\$112.94	\$115.08	\$117.27	\$119.50	\$121.77
51-009	Business Analyst I	\$115.84	\$118.04	\$120.28	\$122.57	\$124.90
51-010	Business Analyst II	\$148.11	\$150.93	\$153.79	\$156.72	\$159.69
51-013	Database Manager/Administrator	\$221.73	\$225.95	\$230.24	\$234.61	\$239.07
51-014	Documentation Specialist	\$136.44	\$139.04	\$141.68	\$144.37	\$147.11
51-015	Help Desk Manager	\$125.95	\$128.34	\$130.78	\$133.26	\$135.80
51-017	Information Center Specialist	\$139.40	\$142.05	\$144.75	\$147.50	\$150.30
51-018	Information Architect I	\$193.36	\$197.03	\$200.77	\$204.59	\$208.47
51-020	Information Architect	\$278.80	\$284.10	\$289.49	\$294.99	\$300.60
51-021	Information Analyst	\$180.46	\$183.89	\$187.39	\$190.95	\$194.58
51-022	Technical Project/Task Manager	\$147.70	\$150.51	\$153.37	\$156.28	\$159.25
51-023	Security Administrator	\$187.95	\$191.53	\$195.16	\$198.87	\$202.65
51-024	Software Developer I	\$114.92	\$117.11	\$119.33	\$121.60	\$123.91
51-025	Software Developer II	\$148.11	\$150.93	\$153.79	\$156.72	\$159.69
51-026	Systems Engineer I		\$99.15	\$101.04	\$102.98	\$104.95
51-028	Systems Engineer III		\$156.98	\$159.96	\$163.00	\$166.10
51-029	Graphics Designer I	\$86.50	\$88.15	\$89.82	\$91.53	\$93.27
51-030	Graphics Designer II	\$126.22	\$128.62	\$131.07	\$133.56	\$136.09
51-031	Graphics Designer III	\$154.48	\$157.42	\$160.41	\$163.45	\$166.56
51-032	Network Engineer I	\$125.95	\$128.34	\$130.78	\$133.26	\$135.80
51-033	Network Engineer II	\$141.23	\$143.92	\$146.65	\$149.44	\$152.28
51-034	Project Manager	\$156.19	\$159.16	\$162.18	\$165.27	\$168.41
51-035	Subject Matter Expert I		\$133.30	\$135.83	\$138.41	\$141.04
51-036	Subject Matter Expert II		\$152.38	\$155.31	\$158.28	\$161.31
51-037	Subject Matter Expert III		\$196.58	\$200.36	\$204.19	\$208.10
51-038	Technical Editor	\$102.96	\$104.92	\$106.91	\$108.94	\$111.01
51-039	Enterprise Architect I	\$221.73	\$225.95	\$230.24	\$234.61	\$239.07

IV. USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Webworld Technologies 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 Cindy Ford – President – Phone: 703-286-2416 office or 703-638-2498 mobile, cford@wti-solutions.com Fax: 703-997-7227.

V. BLANKET PURCHASE AGREEMENT

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

Ordering Activity Date

Contractor Date

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.

VI. 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 an ordering activity’s requirements.

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

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

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s 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.