



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

Special Item No. 132-51 Information Technology Professional Services
Special Item No. 132-52 Electronic Commerce and Subscription Services

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

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

SIN 132-52 – ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

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

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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Contract Number: GS-35F-0796N
Period Covered by Contract: July 22, 2003 through July 21, 2018

General Services Administration
Federal Acquisition Service

Price List current through Modification #PO-0015 dated 22 December 2014 and Refresh #33

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.fas.gsa.gov/>

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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Acquisition 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!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM 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 and Payment Information

Ordering: Dataprise, Inc.
12250 Rockville Pike, Suite 230
Rockville, MD 20852-1600
Tel: 301-945-0700
Fax: 301-945-0701

Payment: ATTN: Accounts Receivable
Dataprise, Inc.
12250 Rockville Pike, Suite 230
Rockville, MD 20852-1600
Tel: 301-945-0700
Fax: 301-945-0701

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:

Mr. Mitchell Paige, CFO
Dataprise, Inc.
12250 Rockville Pike, Suite 230
Rockville, MD 20852-1600
Tel: 301-945-0680
Fax: 301-945-0681
Email: mpaige@dataprise.com

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: **965675499**
Block 30: Type of Contractor – **B. Small Business**
Block 31: Woman-Owned Small Business - **Yes**
Block 36: Contractor's Taxpayer Identification Number (TIN): **52-1920434**

- 4a. CAGE Code: **1K2K1**
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	As agreed upon between Dataprise, Inc. and the ordering agency.

- b. **URGENT REQUIREMENTS:** When the Federal Acquisition Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

- a. Prompt Payment: 0 % - 0 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity None
- c. Dollar Volume None
- d. Government Educational Institutions Offered the same discounts as all other government customers.
- e. Other

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

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 value for the following Special Item Numbers (SINs) is \$500,000:
- Special Item Number 132-8 - Purchase of Equipment
 - Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
 - Special Item Number 132-51 - Information Technology (IT) Professional Services
 - Special Item Number 132-52 - Electronic Commerce (EC) Services

12. ORDERING PROCEDURES FOR FEDERAL ACQUISITION 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 Acquisition 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 Acquisition Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Acquisition 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 Acquisition 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 Acquisition Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Acquisition Schedule; and
- (4) All clauses applicable to items not on the Federal Acquisition Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

Not offered outside of the 48 Contiguous states and the District of Columbia

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

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

www.dataprise.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL ACQUISITION SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Acquisition 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 Acquisition 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 Acquisition Schedule contract, the latter will govern.

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

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

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

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services 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/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for 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.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

We provide you the peace of mind, security and freedom to concentrate on managing your business—not your network.

Dataprise is your best choice for affordable, high-quality IT support. Whether you're a small start-up or an established business, we offer the most convenient, comprehensive services for all your information technology needs.

Signature® Network Support—Your Virtual IT Department

All of our flexible, worry-free [Signature® Network Support](#) plans (listed below) include on-site support and one or more of our essential [Managed Services](#) to keep your network running smoothly around the clock. Each plan is also backed by our world-class, personalized customer service.

LABOR CATEGORY DESCRIPTIONS

Hardware Technician (HW1)

Functional Responsibility: Documents network configuration and user requirements, including those supporting LANs and WANs. Uses engineering plans, site installation Technical Design Packages, and drawings to assist in configuration changes. Contributes to site installation and test reports. Performs post installation checkout, operations and maintenance support. Assists in site surveys. Configures computers, communications devices, and peripheral equipment. Builds and assembles interconnecting cables and other specialized hardware. Installs hardware, cables and related devices.

Minimum Experience: This position typically requires two years of experience. See footnote below.

Minimum Education: An Associates degree or equivalent in Computer Science, Information Systems, Engineering, Business, or other related field. See footnote below.

Note – In some cases, the following will be considered in place of minimum education and experience: unique education, specialized experience, skills, knowledge, training or certification; quality of experience; national recognition; exceptional Grade Point Average. Related experience may be substituted for education. Education and experience requirements will be determined jointly by Dataprise and the customer based on task requirements.

Help Desk Technician (HD1)

Functional Responsibility: Provides user support services including help desk functions and user training. Provides phone and in-person advice to users in areas such as e-mail, directories, desktop applications, and project-specific applications. Performs troubleshooting of problems in hardware, software, peripherals and communications. Conducts user needs assessments. May develop training courses, associated instructor and student materials, and training aids. Conducts training, group facilitation, interviewing, and additional forms of knowledge transfer.

Minimum Experience: This position typically requires three years of experience. See footnote below.

Minimum Education: BA or BS degree in any field. See footnote below.

Note – In some cases, the following will be considered in place of minimum education and experience: unique education, specialized experience, skills, knowledge, training or certification; quality of experience; national recognition; exceptional Grade Point Average. Related experience may be substituted for education. Education and experience requirements will be determined jointly by Dataprise and the customer based on task requirements.

Network Engineer – Mid Level (NE1)

Functional Responsibility: Provides phone and in-person assistance to users in areas such as e-mail, directories, desktop applications, and project-specific applications. Implements troubleshooting procedures for hardware, software, peripherals and communications. Conducts user needs assessments. Performs the daily activities associated with configuration and operation of computer systems and facilities. Provides assistance to users in accessing and using systems. Installs and supports user and system applications.

Minimum Experience: This position typically requires three years of experience. See footnote below.

Minimum Education: A Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, Business, or other related field. See footnote below.

Note – In some cases, the following will be considered in place of minimum education and experience: unique education, specialized experience, skills, knowledge, training or certification; quality of experience; national recognition; exceptional Grade Point Average. Related experience may be substituted for education. Education and experience requirements will be determined jointly by Dataprise and the customer based on task requirements.

Network Engineer – Senior Level (NE2)

Functional Responsibility: Supervises network development and installation in conformance with established procedures. Designs, architects and coordinates end-to-end network design. Implements, upgrades and installs network systems including servers, operating systems, back-office applications and security applications. Performs network optimization, ongoing maintenance and ensures production schedules are met.

Minimum Experience: This position typically requires five years of experience. See footnote below.

Minimum Education: A Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, Business, or other related field. See footnote below.

Note – In some cases, the following will be considered in place of minimum education and experience: unique education, specialized experience, skills, knowledge, training or certification; quality of experience; national recognition; exceptional Grade Point Average. Related experience may be substituted for education. Education and experience requirements will be determined jointly by Dataprise and the customer based on task requirements.

Data Communications Engineer – Mid Level (DC1)

Functional Responsibility: Develops and maintains data networking and telecommunications systems (hardware and software). Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput), troubleshoots problems and recommends procurement, removals, and modifications to network components. Optimizes network topologies and site configurations. Assists in the planning and conduct of installations, transitions, conversions and cutovers of network components and capabilities. Monitors operations of telecommunications systems and services of vendors. Coordinates requirements with users and suppliers. Performs network administration, provides technical support in the integration and test of computer integrated networks.

Minimum Experience: This position typically requires five years of experience. See footnote below.

Minimum Education: A Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, or other related field. See footnote below.

Note – In some cases, the following will be considered in place of minimum education and experience: unique education, specialized experience, skills, knowledge, training or certification; quality of experience; national recognition; exceptional Grade Point Average. Related experience may be substituted for education. Education and experience requirements will be determined jointly by Dataprise and the customer based on task requirements.

Data Communications Engineer – Senior Level (DC2)

Functional Responsibility: Evaluates designs, develops and maintains data networking and telecommunications systems (hardware and software). Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput), troubleshoots problems and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Plans and conducts installations, transitions, conversions and cutovers of network components and capabilities. Leads monitoring of telecomm system operations and services of vendors. Coordinates requirements with users and suppliers. Provides technical leadership in the integration and test of computer integrated networks. Oversees network control center. May provide daily supervision and direction to staff.

Minimum Experience: This position typically requires seven years of experience. See footnote below.

Minimum Education: A Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, or other related field. See footnote below.

Note – In some cases, the following will be considered in place of minimum education and experience: unique education, specialized experience, skills, knowledge, training or certification; quality of experience; national recognition; exceptional Grade Point Average. Related experience may be substituted for education. Education and experience requirements will be determined jointly by Dataprise and the customer based on task requirements.

Software Engineer – Mid Level (SW1)

Functional Responsibility: Designs, modifies, develops, writes and implements software programming applications. Supports and/or installs software applications. Participates in the testing process through test review and analysis, test witnessing and certification of software. Relies on experience and judgment to plan and accomplish goals.

Minimum Experience: This position typically requires five years of experience. See footnote below.

Minimum Education: A Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, or other related field. See footnote below.

Note – In some cases, the following will be considered in place of minimum education and experience: unique education, specialized experience, skills, knowledge, training or certification; quality of experience; national recognition; exceptional Grade Point Average. Related experience may be substituted for education. Education and experience requirements will be determined jointly by Dataprise and the customer based on task requirements.

Software Engineer – Senior Level (SW2)

Functional Responsibility: Designs, modifies, develops, writes and implements software programming applications. Supports and/or installs software applications. Participates in the testing process through test review and analysis, test witnessing and certification of software. Relies on experience and judgment to plan and accomplish goals. May lead and direct the work of others. May report directly to a project lead or manager. A wide degree of creativity and latitude is expected.

Minimum Experience: This position typically requires five years of experience. See footnote below.

Minimum Education: A Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, or other related field. See footnote below.

Note – In some cases, the following will be considered in place of minimum education and experience: unique education, specialized experience, skills, knowledge, training or certification; quality of experience; national recognition; exceptional Grade Point Average. Related experience may be substituted for education. Education and experience requirements will be determined jointly by Dataprise and the customer based on task requirements.

Technical Project Manager (PM1)

Functional Responsibility: Serves as the Dataprise project manager for a task order and primary point of contact in working with the Government Contracting Officer (GCO), the contract-level Contracting Officer's Representative (COR), the task order-level COR(s), Government management personnel and customer agency representatives. Responsible for the overall technical, performance, schedule and cost management of the specific task order(s). Insures that all SOW (task order) requirements are satisfied.

Minimum Experience: This position typically requires five years of experience. See footnote below.

Minimum Education: A Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, Business, or other related field. See footnote below.

Note – In some cases, the following will be considered in place of minimum education and experience: unique education, specialized experience, skills, knowledge, training or certification; quality of experience; national recognition; exceptional Grade Point Average. Related experience may be substituted for education. Education and experience requirements will be determined jointly by Dataprise and the customer based on task requirements.

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

1. SCOPE

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

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

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

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "*Standards for Security Categorization of Federal Information and Information Systems*") (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

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

6. ORDER

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

7. PERFORMANCE OF ELECTRONIC SERVICES

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

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

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

10. ACCEPTANCE TESTING

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

11. WARRANTY

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

Terms and Conditions of Sale

A. General

1. The Dataprise Managed Cloud File Sharing Service ("the Services") is operated by Dataprise, Inc. ("Dataprise" or the "Company") is provided to you ("you" or "Customer") under the terms and conditions of this Dataprise Managed Cloud File Sharing Service Agreement and any amendments thereto and any operating rules or policies (the "Agreement").
2. Service Description - Dataprise provides Managed Cloud File Sharing Services as described in the tasks under Goods and Services section of this Agreement.
3. Press Releases - Customer agrees that any and all press releases and other public announcements related to this Agreement and subsequent transactions between Dataprise and Customer, including the method and timing of such announcements, must be approved in advance by Dataprise in writing. Dataprise reserves the right to withhold approval of any public announcement in its sole discretion. Without limitation, any breach of Customer's obligation regarding public announcements shall be a material breach of the Agreement.
4. Illegal Activities - Customer represents and warrants that it will not engage in any activities:
 - (a) that defame, impersonate or invade the privacy of any third party or entity;
 - (b) that infringe the rights of any third party, including but not limited to the intellectual property, business, contractual, or fiduciary rights of other; and,
 - (c) that are in any way connected with the transmission of "junk mail" "spam" or the unsolicited mass distribution of e-mail, or with any unethical marketing practices.

5. Sole Discretion -
6. Term - The monthly fee under "Payment" is payable for the term selected by Customer. The minimum initial term is 365 days (one year) or as specified under Special Terms of this Agreement. The contract period commences on the date that the first Customer's Cloud account is configured and available for storing of files.
- 7.
8. Termination - Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.
10. Waiver - Customer expressly waives any statutory legal protection in conflict with the provisions of the Termination sections of this Agreement.
11. No Sale or Assignment of Service - Customer agrees not to resell or assign or otherwise transfer its rights or obligations under the Agreement without the express written authorization of Dataprise.
12. Entire Agreement - The Agreement the underlying GSA Schedule Contract, the Schedule Pricelist and any applicable Orders, including and all exhibits and attachments, if any, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.
13. Customer hereby agrees to and attests that any signature by facsimile is deemed to be an original.
14. Conflict of Terms: Where these "Terms and Conditions of Sale" conflict with anything contained in the "Special Terms" found in Section I, Goods & Services, the "Special Terms" conditions shall control.
15. MANAGED SERVICES RIDER: In addition to the Services specified hereunder, Customer may request and Dataprise may provide additional remote managed services including Managed Firewall Service, Remote Data Backup, Watchdog™ Remote Network Monitoring, Managed Workstation, Managed Cloud File Sharing, Managed E-mail Archiving, Internet Management Suite, and Managed Web Hosting (collectively the "Managed Services"). Additional terms and restrictions apply to the Managed Services individually and collectively and are incorporated into this Agreement by reference. Such additional terms and restrictions can be found online <http://www.dataprise.com/legal/managed> and as may be amended by Dataprise from time to time.

B. Limitation of Liability

- 1.
2. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF CUSTOMERABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER THIS AGREEMENT OR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE SERVICES OR SITES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT ITS OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF SUCH MATERIAL AND/OR DATA. DATAPRISE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES OR LEGAL THEORIES WHATSOEVER, FOR ANY LOSS OF BUSINESS, PROFITS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EVEN IF DATAPRISE IS AWARE OF THE RISK OF SUCH DAMAGES, THAT RESULT IN ANY WAY FROM CUSTOMER'S USE OR INABILITY TO USE THE SERVICES, OR THAT RESULT FROM ERRORS, DEFECTS, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE OF THE SERVICES. DATAPRISE SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE DUE TO ACTS OF FORCE MAJEURE, WHICH SHALL INCLUDE ACTS OF GOD; EARTHQUAKES; LABOR DISPUTES; CHANGES IN LAW, REGULATION, OR GOVERNMENT POLICY; RIOTS; WAR; FIRE; EPIDEMICS; ACTS OR OMISSIONS OF VENDORS OR SUPPLIERS; EQUIPMENT FAILURES; TRANSPORTATION DIFFICULTIES; OR OTHER OCCURRENCES THAT ARE BEYOND DATAPRISE'S REASONABLE CONTROL. DATAPRISE'S LIABILITY TO CUSTOMER SHALL NOT, FOR ANY REASON, EXCEED THE AGGREGATE PAYMENTS ACTUALLY MADE BY CUSTOMER TO DATAPRISE OVER THE COURSE OF THE EXISTING TERM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.
3. Neither party shall be liable to the other for any delay or failure in performance under the Agreement resulting directly or indirectly from acts of nature or causes beyond its reasonable control. However if the event causes delays or failure of performance exceeding fifteen (15) days either party may cancel the Agreement.

THIS DOCUMENT IS CONFIDENTIAL AND PROPRIETARY

DATAPRISE, INC. | 12250 Rockville Pike, 2nd Floor Rockville, Maryland 20852 | USA
 1-888-414-8111 | Fax: 1-301-945-0601 | www.dataprise.com

4. Dataprise warrants that the services will be performed in a diligent and timely manner by qualified personnel in accordance with industry standards.

C. Payment

1. Customer shall pay Dataprise a monthly fee and any authorized customer service fees as set forth in the Prices section of this Agreement. All such fees are payable in U.S. dollars to Dataprise, Inc. and will be billed monthly (subject to credit approval).

2. All fees are payable in U.S. dollars. Late payments shall bear interest at the rate of one percent (1%) per month (or the highest rate permitted by law, if less). In the event of any failure by Customer to make payment, Customer shall be responsible for all reasonable expenses (including attorneys' fees) incurred by Dataprise in collecting such amounts.

D. Governing Law

1. The Agreement and the relationship between Customer and Dataprise shall be governed by the federal laws of the United States without regard to its conflict of law provisions. Customer and Dataprise agree to submit to the personal and exclusive jurisdiction of the Federal courts of the United States .

Dataprise's failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the

Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties

intentions as reflected in the provision, and agree that the other provisions of the Agreement remain in full force and effect. The section titles in the Agreement are for convenience only and have no legal or contractual effect. Any

amendment or modification to this Agreement will be binding on the parties if such amendments or modifications are in writing signed by each party. This Agreement

may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

2. Any notices or communications under the Agreement shall be by electronic mail or in writing and shall be deemed delivered upon receipt to the party to whom such communication is directed, at the addresses specified below. If to Dataprise, such notices shall be addressed to Customer Service Representative, or 12250

Rockville Pike, 2nd Floor, Rockville, MD 20852. If to Customer, such notices shall be addressed to the electronic or mailing address specified when Customer opens an account with Dataprise, or such other address as either party may give the other by notice as provided above.

12. MANAGEMENT AND OPERATIONS PRICING

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

13. TRAINING

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

There are no additional costs for training

14. MONTHLY REPORTS

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

14. ELECTRONIC COMMERCE SERVICE PLAN

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

NA

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

NA

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

See Pricing for SIN 132-52 below.

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE	COO
132-52	MS-CO-SRV	Physical Server Colocation	Per Server (1U). Colocation facility located in Sterling, VA is climate controlled and fire resistant. 1,000 MB local area network connection. Bandwidth and server management provided separately. Escort-only access.	\$95.72	US
132-52	MS-CO-Unit	Physical Server Colocation - Additional Rack Space	For additional 1U Rack Space. Colocation facility located in Sterling, VA is climate controlled and fire resistant. 1,000 MB local area network connection. Bandwidth and server management provided separately. Escort-only access.	\$81.36	US
132-52	MS-HS	Virtual Server Instance	Per Server. Virtual machines maintained on highly-available, redundant Storage Area Network. Access to Dataprise Client Management System for reporting, incident tracking, billing, etc. 24x7 Watchdog server port monitoring services and notification alerts configured. Shared firewall security included.	\$81.36	US
132-52	MS-HS-RAM	Server - RAM	1 GB of Server RAM per month. 8 GB minimum per server.	\$12.85	US
132-52	MS-HS-Storage	Server - SAN Attached Storage	1 GB of SAN attached storage per month. 100 GB minimum per server.	\$0.81	US

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE	COO
132-52	MS-RB-CO	Datacenter Backup Service	Per Server. Server volume level backup solution. Virtual or colocation based. Fully managed. High data recovery assurance. Fourteen (14) day data retention of replicated data included.	\$68.01	US
132-52	MS-RB	SAN Storage - 14 days retention	SAN storage for fourteen (14) days as part of MRB-DS or MRB-DR, per 1 GB. 100 GB minimum.	\$0.56	US
132-52	MS-HS-IP	Public IP Address Allocation	Per 1 IP address. Blocks of 1, 3, 11, 27, 59. Monthly data transfer per GB. Price on outbound transfers only.	\$10.28	US
132-52	MS-BW	Colocation Internet Bandwidth	Per 1 GB of outbound data transfer. 1,000 minimum.	\$0.30	US
132-52	MS-CO-Cross	Ethernet Cross Connect	Per 1 cross connect. Access for private connection into the Dataprise cage. Carrier fees are not included for the private connection	\$136.02	US
132-52	MS-RB-MGMT-DS	MRB-DS	MRB with DualStor, per 1 server. Two-tiered, tapeless server level backup solution with DualStor. Highest level of data security and assurance. MRB-DS agent software installed to customer designated server, and data encryption keys are selected. Daily incremental backups are configured. Replicated data storage in high security SAVVIS-powered data center environment.	\$81.36	US

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE	COO
132-52	MS-RB-MGMT-DR	MRB-DR	MRB with DualStor and Disaster Recovery, per 1 server. Two-tiered, tapeless server level backup solution with DualStor. Highest level of data security and assurance. MRB-DR agent software installed to customer designated server, and data encryption keys are selected. Daily incremental backups are configured. Replicated data storage in high security SAVVIS-powered data center environment.	\$167.00	US



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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

Mr. Mitchell Paige, CFO
Dataprise, Inc.
12250 Rockville Pike, Suite 230
Rockville, MD 20852-1600
Tel: 301-945-0680
Fax: 301-945-0681
Email: mpaige@dataprise.com

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Acquisition 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 Acquisition Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

**AUTHORIZED
IT GSA SCHEDULE PRICELIST
DATAPRISE, INC.**

January 2015

SIN 132-51 Professional IT Services

#	Code	Position	GSA Rate
1	HW1	Hardware Technician	\$69.13
2	HD1	Help Desk Technician	\$67.17
3	NE1	Network Engineer - Mid Level	\$79.76
4	NE2	Network Engineer - Senior Level	\$95.72
5	DC1	Data Communications Engineer - Mid Level	\$106.35
		Data Communications Engineer - Senior	
6	DC2	Level	\$129.22
7	SW1	Software Engineer - Mid Level	\$95.72
8	SW2	Software Engineer - Senior Level	\$95.72
9	PM1	Technical Project Manager	\$97.71