



Amendment No. 2
to
Contract No. MA 5600 NC180000020
for
Emergency Notification System
between
OnSolve, LLC.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 01, 2020 to March 31, 2021. One option will remain.
- 2.0 The total contract amount is increased by \$14,535 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/01/2018 – 03/31/2019	\$14,535.00	\$14,535.00
Amendment No. 1: Option 1 – Extension 04/01/2019 – 03/31/2020	\$14,535.00	\$29,070.00
Amendment No. 2: Option 2 – Extension 04/01/2020 – 03/31/2021	\$14,535.00	\$43,605.00

- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Larry Grimm

Sign/Date: 03/19/2020

Sign/Date: James T Howard

Digitally signed by James T
Howard
Date: 2021.04.23 10:28:47 -05'00'

Printed Name: Larry Grimm
Authorized Representative
Corporate Controller
OnSolve, LLC.
500 Plaza Drive, Suite 205
Seacucus, New Jersey 07094
lstringer@sendwordnow.com
310-665-9798

Jim Howard
Procurement Manager

City of Austin Purchasing Office
124 West 8th Street
Austin, Texas 78701



Amendment No. 1
to
Contract No. MA 5600 NC180000020
for
Emergency Notification System
between
SWN Communications, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 1, 2019 through March 31, 2020. Two (2) options will remain.
- 2.0 The total contract amount is increased by \$14,535.00 this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/01/2018 – 03/31/2019	\$14,535.00	\$14,535.00
Amendment No. 1: Option 1 – Extension Term: 04/01/2019 – 03/31/2020	\$14,535.00	\$29,070.00

- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Mark Scully 03/14/19
Sign/Date:

Printed Name: Mark Scully
Authorized Representative
Mark Scully
VP, Customer Success
SWN Communications, Inc.
500 Plaza Drive, Suite 205
Secaucus, NJ 07094

Ken Bragdon 3/15/19
Sign/Date:

Printed Name: Ken Bragdon
Ken Bragdon
Procurement Specialist I
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

April 3, 2018

SWN Communications Inc. dba: One Call Now aka Send Word Now
Lisa Stringer
500 Plaza Dr., Suite 205
Secaucus, NJ 07094

Dear Ms. Lisa Stringer,

The City of Austin approved the execution of a contract with SWN Communications Inc. dba: One Call Now aka Send Word Now, in accordance with the referenced master agreement.

Responsible Department:	Aviation
Department Contact Person:	Bryan Moore
Department Contact Email Address:	bryan.moore@austintexas.gov
Department Contact Telephone:	512-530-7527
Project Name:	Emergency Notification System
Contractor Name:	SWN Communications Inc. dba: One Call Now aka Send Word Now
Contract Number:	5600 NC180000020
Contract Period:	April 1, 2018 through March 31, 2019
Extension Options:	Three 12-month options
Dollar Amount:	Not to Exceed \$14,535.00 for the initial term, and not to exceed \$14,535.00 for each extension option. Overall not-To-Exceed amount of \$58,140.00
Agenda Item Number:	NA
Council Approval Date:	NA

A copy of the contract/purchase order will be forwarded via email.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Bartley Tyler
Procurement Specialist I
City of Austin Purchasing Office
Finance and Administrative
Service Department

CONTRACT BETWEEN THE CITY OF AUSTIN
And
Send Word Now Communications, Inc. (Contractor)
For
Emergency Notification System

This Contract is between Send Word Now Communications, Inc. having offices at 500 Plaza Drive, Suite 205 Secaucus, NJ 07094 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using contractor's GSA Contract No. GS-35F-0639P.

1.1 This Contract is composed of the following documents:

- 1.1.1 GSA Contract No. GS-35F-0639P
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Send Word Now Communications, Inc.'s Offer, dated February 1, 2018
- 1.1.5 Exhibit C, Support Agreement
- 1.1.6 Exhibit D, Non-Discrimination Certification
- 1.1.7 Exhibit E, Non-Suspension Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 GSA Contract No. GS-35F-0639P as referenced in Section 1.1.1
- 1.2.2 This Contract
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications
- 1.2.5 Support Agreement as referenced in Section 1.1.5

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months commencing on April 1, 2018 and may be extended thereafter for up to three (3) 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$14,535.00 for the initial contract term (April 1, 2018- March 31, 2019) and \$14,535.00 for each extension option, for an overall Not-To-Exceed amount of \$58,140.00, subject to the number of contacts. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Send Word Now Communications, Inc.

CITY OF AUSTIN

Mark Scully

Printed Name of Authorized Person

Mark Scully

Signature

VP, Customer Success

Title:

04/02/18

Date:

JAMES T. HOWARD

Printed Name of Authorized Person

J. Howard

Signature

Procurement Mgr

Title:

4/3/18

Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	Send Word Now Communications, Inc.'s Offer Dated February 1, 2018
Exhibit C	Support Agreement
Exhibit D	Non Discrimination Certification
Exhibit E	Non Suspension Certification

Exhibit A
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Lisa Stringer, Email: lstringer@sendwordnow.com, Phone: 310-665-9798 The City's Contract Manager for the engagement shall be Bryan Moore; Email: bryan.moore@austintexas.gov Phone: 512-530-7527.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767
Email Address	CTMAPInvoices@austintexas.gov

3. **Travel Expenses.** Travel expenses are not authorized under this Contract.

4. **Equal Opportunity**

4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.



Subscriber Contact Information	Bill to the Attention of:	SWN Contact Information
City of Austin-Bergstrom Airport	City of Austin-Bergstrom Airport	Lisa Stringer
Bryan Moore	Bryan Moore	Global Account Manager
3600 Presidential Blvd. Suite 411	3600 Presidential Blvd. Suite 411	SWN Communications Inc.
Austin, TX 78719	Austin, TX 78719	500 Plaza Drive, Suite 205
512-530-7527	512-530-7527	Secaucus, NJ 07094
bryan.moore@austintexas.gov	bryan.moore@austintexas.gov	310-665-9798
		lstringer@sendwordnow.com

GSA Contract Number GS-35F-0639P	
Service Dates:	4/1/2018-3/31/2019
Service Term (Years)	1
<u>Emergency Notification Services (ENS)</u>	
Contacts:	1,500
Cost per Contact under SIN#-132-52 Basic	1,500 Annual Subscription Fee: \$21.27235
One Year Cost for SIN# - 132-52 Basic-1,500:	\$31,908.53
Less 58.8668% discount:	\$18,783.53
Total Annual ENS Subscription Fee:	\$13,125.00
<u>Open Market Pricing</u>	
Inbound Dialing	\$1,410.00
Grand Total:	\$14,535.00

Detailed Services Description:	
<ul style="list-style-type: none"> Includes 1,500 notification service contacts. Includes 24 domestic voice minutes per contact per year for a total of 36,000 domestic voice minutes per year. Includes unlimited 2-way email and text messages. Additional service terms set forth in GSA contract NUMBER GS-35F-0639P. 	


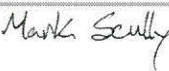
By signing below, Subscriber agrees to pay SWN the fees set forth herein and both parties agree to comply with the terms of the Agreement and this Amendment.	
Subscriber Name:	SWN Communications Inc.
Signature: 	Signature: 
Print Name: JAMES T. HOWARD	Print Name: Mark Scully
Title: IT Procurement	Title: VP, Customer Success
Date: 4/3/2018	Date: 04/02/18
For SWN Communications Inc. internal purposes only:	This contract has been approved by the Legal Department This contract has been approved by the Finance Department

EXHIBIT C SUPPORT AGREEMENT

Description of On-Demand Notification Service: The Service is an on-demand alerting and response software-as-a-service (SaaS). Use of the Service is by subscription and does not require Subscriber to purchase, install or maintain any dedicated hardware or software. Send Word Now allows any user to send a single alert to hundreds or thousands of recipients simultaneously via a combination of familiar communication devices, reaching many within minutes, including the ability to capture real-time responses.

Subscriber can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at <http://www.sendwordnow.net> to send alerts or to modify your account.
- *Phone:* call (877) 999-SEND (7363) for live operator assistance 24/7/365.
- *Email:* send a QuickSend message at any time using regular or wireless email.
- *Mobile client:* native application for BlackBerry smartphone, Android and Apple iPhone available for an additional fee.
- *Web Services:* Add on feature for an additional fee that would allow Subscriber to “alert-enable” key internal Subscriber-side applications.

Description of Service. With subscription, Subscriber receives:

- Up to the number of contacts (alert recipients) stipulated on the cover page of the Agreement. Each contact may have up to five (5) voice-based and five (5) text-based contact points listed.
- Up to the number of Message Units stipulated on the cover page of the Agreement, which can be used as described on the cover page and in Exhibit B to send phone alerts and SMS text messages and for conference calls. All other text-based messaging is included in unlimited quantities, specifically:
 - Email: SMTP-based messages. Note that this includes carrier-specific SMTP messaging to wireless devices (generic “text messaging” to mobile phones and pagers, as opposed to true, carrier agnostic, end-to-end two-way wireless transmission);
 - BlackBerry PIN messages; and
 - Paging: WCTP-based messages.
- Unlimited users (those with role-based ability to access and activate the Service).
- Unlimited accounts. An account is a unique collection of contacts (recipients) with its own globally unique administrative username.
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.

Contact List Maintenance. Send Word Now provides multiple ways for Subscriber to enter and maintain the Contact List at no additional charge:

- Traditional Import: For its initial population of the Contact List, Subscriber may supply SWN with a spreadsheet (flat-file format) of Contact List data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. SWN generally updates data provided via traditional import within two (2) business days after receipt of such data. Subscriber may utilize this traditional flat-file import no more than one (1) time per month at no additional cost.
- Import Wizard Tool: A Subscriber-side tool that automates the traditional import and data scrubbing process.
- On-Demand Entry: Subscriber may enter or edit contact data directly within the Service through the User Interface.
- Recipient Self-Update: Subscriber may send contacts individual emails with a secure link to an interface where they can update their individual information.
- Secure FTP Import: Subscriber may submit an XML file to SWN via secure FTP for automatic upload to Subscriber’s account.
- Group/Contact Management API: Allows a Subscriber-side human resources database to communicate directly with the Service to update the Contact List in real time.

Features by Account. During implementation, SWN allows Subscriber to choose whether certain optional features of the Service (“Features by Account”) are active and visible in Subscriber’s account. Features by Account that Subscriber chooses will appear in the User Interface and may be used, while Features by Account that Subscriber declines will not appear in the User Interface at all. Changes can be made at any time following initial set-up. While many Features by Account are offered at no additional charge, some Features by Account do carry an additional charge. Upon request at any time, Customer Support will provide Subscriber with a list of free versus paid Features by Account and pricing for any paid Features by Account or other paid services that SWN offers.

Customer Support. SWN provides Subscriber with 24/7/365 live phone support at no extra charge. Subscriber may dial (866) 955-2273. At SWN’s reasonable discretion, non-urgent after hours and off hours (“AHOH”) inquiries may be deferred until conventional business hours to facilitate best handling.

Training. All training is customized and individual to the customer. SWN training included with subscription at no extra charge:

- Up to three (3) administrator training sessions (estimated 90-120 minutes);
- Up to three (3) user logins (non-administrator) training sessions (estimated 45-75 minutes);
- Up to three (3) train-the-trainer training sessions (estimated 120 minutes);
- New features training sessions (whenever applicable, estimated 15 minutes);
- Best practices feature training sessions (whenever applicable, estimated 30 minutes); and
- One (1) refresher administrator training per quarter.

Send Word Now Customer Support works with Subscriber to schedule training flexibly and to accommodate Subscriber's schedule. All training is conducted via Web meeting/conference call.

Subscriber may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Subscriber is responsible for all of SWN's reasonable and pre-approved travel/lodging/incidental expenses.

Support Documentation. Service documentation appears online. In addition to other online help documentation, Subscriber may download/print the current version of the SWN User Guide at any time.

SWN will comply with the following service level agreement terms and conditions:

1. Service Level Standards:

- a. The Percentage Availability service level standard for the Service shall be 100%.
- b. Message Delivery Start Time will be no more than two (2) minutes.
- c. The Actual Message Delivery Rate for a particular modality will be no less than the Target Message Delivery Rate for the modality:
 - i. Email: 6,000 emails per minute;
 - ii. SMS: 7,000 SMS per minute; and
 - iii. Voice: 4,000 calls per minute.

2. Definitions:

- a. “Actual Message Delivery Rate” for a particular modality is calculated by dividing the actual number of initial message delivery attempts during the Message Delivery Measurement Period by the number of minutes during the Message Delivery Measurement Period. Actual Message Delivery Rate calculations only apply to the SWN Message Delivery Path and do not include Third Party Networks.
- b. “Actual Minutes of Availability” for a particular month means Potential Minutes of Availability less Downtime.
- c. “Downtime” for a particular month means the total number of minutes during such month that the Service was offline.
- d. “Message Delivery Path” means the route a message may take within the SWN network (i.e., excluding any Third Party Network).
- e. “Message Delivery Measurement Period” for a particular modality shall be measured from the Message Delivery Start Time for the modality to the time that the last initial message delivery attempt for a notification across the modality has been completed.
- f. “Message Delivery Start Time” shall be measured from the time when SWN receives all necessary information from Subscriber to process a notification to the time when SWN first attempts delivery of a message on any modality.
- g. “Percentage Availability” for a particular month is calculated by dividing the Actual Minutes of Availability by the Potential Minutes of Availability multiplied by 100.

$$PA = \frac{\text{Actual Minutes of Availability} \times 100}{\text{Potential Minutes of Availability}}$$

- h. “Potential Minutes of Availability” for a particular month means the total number of minutes during the days in such month falling within 12:00 AM Monday and 11:59 PM Sunday, including holidays.
- i. “Target Message Delivery Rate” means the target number of initial message delivery attempts to be made by SWN across a particular modality within one (1) minute. Target Message Delivery Rate calculations only apply to the SWN Message Delivery Path and do not include Third Party Networks.
- j. “Target Message Delivery Start Time” is a Message Delivery Start Time of no more than two (2) minutes.
- k. “Third Party Network” means any third party network or service that a message may need to traverse upon its initial transmission by Subscriber and before reaching the intended recipient.

3. Failure to Achieve Service Level Standards:

- a. Root Cause Analysis: If, during any calendar month, SWN experiences any Severity 1 Downtime or Severity 2 Downtime, SWN shall deliver to Subscriber within ten (10) business days after the close of the month a summary of the root cause of the problem experienced during such month and a summary of action being taken to address that root cause. Subscriber may make commercially reasonable requests to SWN in response to the root cause analysis, which the parties may openly discuss. The final implementation of any such requests shall be in SWN’s reasonable judgment and discretion, taking into account the best interests of the Service’s high availability.
- b. Credits for Failure to Achieve Service Level Standards: If SWN experiences any Severity 1 Downtime or Severity 2 Downtime during a particular month, Subscriber shall also be eligible to receive a credit equal to the pro rated dollar value of five (5) times the actual number of minutes during such month related to the service level failure. An event that causes a service level issue can only be counted once in terms of calculating credits. For example, an issue that causes five (5) minutes of Severity 1 Downtime cannot also be counted for purposes of credits as causing five (5) minutes of Severity 2 Downtime. Any such credit or credits will be applied to the next renewal term for which Subscriber will be invoiced by SWN for fees payable under the Agreement. If Subscriber opts not to renew, SWN shall issue a rebate check to Subscriber covering such amount.

4. **Problem Definitions:** The following standard problem definitions will apply to the Service provided under the terms of this SLA.

Problem Priority	Status	Impact
Severity 1 Downtime	Critical	Inability to (a) access the User Interface, or (b) send a notification across one modality or multiple modalities.
Severity 2 Downtime	Important	Inability to send a notification (a) across one modality at the Target Message Delivery Rate, or (b) within the Target Message Delivery Start Time.
Severity 3 Downtime	Low	Any minor errors or bugs related to the Service, or any technical difficulty or user error in using the web site, web services or a particular feature of the web site and Service.

5. **Problem Response Times:** Subscriber agrees that the response times below are dependent on a representative of Subscriber timely notifying SWN of an issue as set forth in Section 6(a) below.
- Severity 1 Downtime:** SWN will provide an initial response communication within one (1) hour and updates on remedial measures at least every four (4) hours (or sooner if available) after the problem has been reported and until it is resolved.
 - Severity 2 Downtime:** SWN will provide an initial response communication within two (2) hours and updates on remedial measures at least every eight (8) hours after the problem has been reported and until it is resolved.
 - Severity 3 Downtime:** SWN will provide an initial response communication within four (4) hours and updates on remedial measures at least once per week after the problem has been reported and until it is resolved.
6. **Problem Escalation:** Subscriber may use SWN's 24/7/365 live phone support at no extra charge to escalate all unresolved problems to SWN management using the following escalation procedures:
- All communications by Subscriber with SWN will be through a designated Customer Relationship Manager (CRM) or, if Subscriber's CRM is unavailable, through SWN's live 24/7 Customer Support reachable at (866) 955-2273. Leaving a voicemail after-hours with a CRM is not considered proper notification of an issue for purposes of the response times set forth above.
 - The SWN CRM or 24/7 Customer Support, as applicable, is responsible for communicating status and escalating internally as needed to SWN management for issues that are not resolved according

Exhibit D

City of Austin, Texas EQUAL EMPLOYMENT/FAIR HOUSING OFFICE NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all

aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 2nd day of April, 2018

CONTRACTOR	<u>Send Word Now Communications, Inc.</u>
Authorized Signature	<u>Mark Scully</u>
Title	<u>VP, Customer Success</u>

Exhibit E

City of Austin, Texas NON-SUSPENSION OR DEBARMENT CERTIFICATION SOLICITATION NO.

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Send Word Now Communications, Inc.

Signature of Officer
or Authorized
Representative:

Mark Scully

Date:

04/02/18

Printed Name:

Mark Scully

Title

VP, Customer Success



send word now

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

SIN 132-52 - ELECTRONIC COMMERCE (EC) 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: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

Send Word Now
500 Plaza Drive, Suite 205
Secaucus, New Jersey 07094
Phone: 212-379-4900
Fax: 212-379-4901
www.sendwordnow.com

Contract Number: GS-35F-0639P

Period Covered by Contract: June 30, 2014- June 29, 2019

Pricelist current through Modification # PO - 007, dated June 29, 2014.

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

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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Send Word Now
500Plaza Drive, Suite 205
Secaucus, new Jersey 07094

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 not be shown on the invoice.

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

Technical Support: 877-999-7363

Ordering Phone: 212-379-4900

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: PO - 003

Block 16: Data Universal Numbering System (DUNS) Number: __110487522__

Block 30: Type of Contractor - B. Other Small Business

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - __NO__

Block 36: Contractor's Taxpayer Identification Number (TIN): __134198522__

4a. CAGE Code: _3MGU1__

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

5. FOB DESTINATION

CONUS

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)

__132-52__

__30__ Days

_____ Days

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.

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:** N/A

10. **Small Requirements:** The minimum dollar value of orders to be issued is \$_100_.

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

The Maximum Order value for SIN 132 52 is \$500,000

12. **ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

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

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

service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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:

NONE

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:

N/A _____

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

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

******NOTE: *If offering IT Professional Services with E-Commerce, use SIN 132-51 and include the Terms and Conditions applicable to the IT Professional Services offered.***

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:

The warranty shall commence upon the later of the following:

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

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

12. MANAGEMENT AND OPERATIONS PRICING

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

Emergency Notification Service Description

The Emergency Notification service is an automated Web-based notification service that allows key personnel to send a single message to hundreds or thousands of people via any or all of their familiar communication devices—simultaneously and globally, reaching most within minutes and providing the capability to receive real-time responses via the Internet and/or email.

Access the Emergency Notification service 24 hours a day, 7 days a week via:

- **WEB:** <http://www.sendwordnow.com>
- **LIVE OPERATOR:** 877-999-SEND (7363)
- **EMAIL:** (QuickSend message)

Emergency Notification standard features include:

- 24 domestic voice minutes per contact name per year
- Unlimited 2-way email and text messages
- Send to voice and text devices simultaneously
- Response options by voice and email with real-time response tracking (Get Word Back)
- Send messages without logging in (QuickSend)
- Ability to send message to 5 voice devices and 5 text devices per contact name

Emergency Notification optional features (at no charge) include:

Assign Message-Sending Privileges: give privileges to log in separately and send messages.
Customizable Caller ID: substitute a number you choose as the Caller ID when Send Word Now dials calls.
Customizable Message Introduction: choose greeting during phone calls.
International Dialing: reach your contacts by phone around the globe (cost of calls not included).
Message Templates: Save common messages as templates for easy re-use.
PIN codes: require ID number to be entered in order to hear a message for securer delivery.
Device Specification: choose combination of contact points where messages will be delivered.
Recipient Extended Fields: Track additional information about your contacts.
Super Administrator: allow a user full access privileges for two or more accounts.
Web Services: Internal software can activate service directly and safely from behind own firewall.

Emergency Notification premium features (for a fee) include:

Conference Bridging: At the end of a notification, connect up to 25 (standard version) or 200 (extended version) recipients seamlessly to a conference call.

Recipient Self-Update: direct contacts to one-time use, secure web links to update their contact information. Updates are subject to your approval.

Record a Message by Phone: Record a message in the sender's voice instead of using text-to-speech conversion.

Blackberry PIN Blasting: The ability to send a text message directly to a Blackberry device

Miscellaneous

Service level modification: Subscriber may choose to increase contract size at any time using a pro-rated calculation, and a new schedule will be executed. Pricing will be adjusted accordingly. Subscriber shall notify SWN in writing at least 30 days prior to adjustment.

Standard upgrades: All standard service upgrades to the services are included at no additional charge.

Training included: Two complete training sessions (1-2 hours) included unless otherwise agreed

Documentation: Detailed User Guide and up to 50 custom-printed wallet cards with account access instructions included at no charge. Additional cards available upon request at \$1 per card.

Contact list maintenance: 4 ways to keep information updated; 1) Manual, 2) Excel or .CSV template to populate and return for upload by SWN support (no more than one time per month), 3) Recipient self updating or 4) Automatic synchronization with internal data sources

Customer support: Level 1 customer support available 24x7x365 by dialing (866) 955-2273.

Escalation as necessary during off hours/weekends. Some non-urgent off-hours inquiries may be deferred until conventional business hours for best handling.

SIN #	# of Contacts/Part Number	Description	GSA Price with IFF
132-52	Basic-50	Base Package - Please see detailed description above	\$3,808.35
132-52	Basic-100	Base Package - Please see detailed description above	\$6,310.98
132-52	Basic-150	Base Package - Please see detailed description above	\$8,487.18
132-52	Basic-200	Base Package - Please see detailed description above	\$10,010.52
132-52	Basic-250	Base Package - Please see detailed description above	\$11,941.90
132-52	Basic-300	Base Package - Please see detailed description above	\$13,873.28

132-52	Basic-400	Base Package - Please see detailed description above	\$16,539.12
132-52	Basic-500	Base Package - Please see detailed description above	\$18,225.68
132-52	Basic-600	Base Package - Please see detailed description above	\$20,565.09
132-52	Basic-700	Base Package - Please see detailed description above	\$22,545.43
132-52	Basic-800	Base Package - Please see detailed description above	\$24,547.54
132-52	Basic-900	Base Package - Please see detailed description above	\$26,734.62
132-52	Basic-1000	Base Package - Please see detailed description above	\$26,616.14
132-52	Basic-1250	Base Package - Please see detailed description above	\$29,416.48
132-52	Basic-1500	Base Package - Please see detailed description above	\$31,908.53
132-52	Basic-1600	Base Package - Please see detailed description above	\$33,213.65
132-52	Basic-1750	Base Package - Please see detailed description above	\$34,169.36
132-52	Basic-2000	Base Package - Please see detailed description above	\$36,173.28
132-52	Basic-2500	Base Package - Please see detailed description above	\$42,133.65
132-52	Basic-3000	Base Package - Please see detailed description above	\$44,702.78
132-52	Basic-4000	Base Package - Please see detailed description above	\$54,670.98
132-52	Basic-5000	Base Package - Please see detailed description above	\$64,741.95
132-52	Basic-7500	Base Package - Please see detailed description above	\$91,717.76
132-52	Basic-8500	Base Package - Please see detailed description above	\$95,211.77
132-52	Basic-10000	Base Package - Please see detailed description above	\$98,654.40
132-52	Basic-12500	Base Package - Please see detailed description above	\$117,273.00
132-52	Basic-15000	Base Package - Please see detailed description above	\$133,473.60
132-52	Basic-20000	Base Package - Please see detailed description above	\$168,292.80
132-52	EXMIN 100	Extra Voice Minutes	\$241.80
132-52	EXMIN 250	Extra Voice Minutes	\$604.50
132-52	EXMIN 500	Extra Voice Minutes	\$1,209.00
132-52	EXMIN 1000	Extra Voice Minutes	\$2,418.00

132-52	EXMIN 1500	Extra Voice Minutes	\$3,627.00
132-52	EXMIN 3000	Extra Voice Minutes	\$7,254.00
132-52	EXMIN 5000	Extra Voice Minutes	\$12,090.00
132-52	EXMIN 10000	Extra Voice Minutes	\$24,180.00
132-52	EXMIN 15000	Extra Voice Minutes	\$36,270.00
132-52	EXMIN 20000	Extra Voice Minutes	\$48,360.00
132-52	EXMIN 25000	Extra Voice Minutes	\$60,450.00

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

SWN Communications, Inc. provides commercial 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 Nancy Lang 937-573-2324 nancy.lang@onecallnow.com fax 937-335-3887

**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.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.