



**AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY PRODUCTS AND SERVICES**

GOVERNING

**Special Item No. 132-50
Special Item No. 132-51**

**Training Courses
Professional Information Technology Services**

Effective 2008-05-22

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Contract Number: GS-35F-0407U

Period Covered by Contract: 2008-05-22 to 2013-05-21

**General Services Administration
Federal Supply Service**

Pricelist current through 2009-05-21

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

**Applicable Special Item Numbers, NAICS and FPDS Codes**

SIN	NAICS	Description
132-50	TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE	
	611420	Computer Training, except Computer Repair <i>FPDS Code U012</i>
132-51	PROFESSIONAL INFORMATION TECHNOLOGY SERVICES	
	541511	Custom Computer Programming Services <i>FPDS Code D308 Programming Services</i>
	541512	Computer Systems Design Services (pt) <i>FPDS Code D302 IT Systems Development Services</i> <i>FPDS Code D306 IT Systems Analysis Services</i> <i>FPDS Code D307 Automated Information Systems Design and Integration Services</i>
	541513	Computer Facilities Management Services <i>FPDS Code D301 IT Facility Operation and Maintenance</i> <i>FPDS Code D310 IT Backup and Security Services</i> <i>FPDS Code D311 IT Data Conversion Services</i> <i>FPDS Code D316 IT Network Management Services</i>
	541519	Other Computer Related Services <i>FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified)</i>

- 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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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT

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

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Zygma LLC
19791 Edgewood Lane
Huntington Beach
California 92646-3815

+1 714 965 99 42
Sched70Svcs@Zygma.biz
www.Zygma.biz



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 not 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:

+1 714 965 99 42

Actual ordering process will differ according to the nature of the order, but the nature of Zygma's services, being generally bespoke or at least customized to individual client requirements, means that orders are generally not a simple form-filling process, for a specifically-defined product.

For orders concerning **Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50)**:

Zygma has standardized courses available. Zygma can also provide customized courses, either based on its standard curricula or developed according to specific needs. Orders for training should indicate: the ordering agency or facility; a named PoC (telephone & email); nature of training required; location at which training is to be provided; earliest date required; number of attendees. If the training is customized or bespoke the specific requirements must be stated to the level of detail from which the package can be provided such that it will satisfy the ordering agency's or facility's requirements.

Zygma will respond by confirming the order and the price for delivery of the training. Where required, the cost of customizing or developing the training package will be quoted, after discussion with the ordering agency or facility representative so as to determine an accurate statement for the requirements for customization or development.

Confirmation of all pricing will lead to agreement as to date of delivery of the training programme. Zygma's standard Terms of Supply will apply and are given in Annex A.

For orders concerning **Technology (IT) Professional Services (Special Item Number 132-51)**:

Such services will be related to the specific ordering agency or facility requirements. It is anticipated that such orders will result from discussion with the ordering agency or facility personnel and lead to a statement of work being discussed, documented and agreed. Enquiries for Zygma's Professional IT Services should be using the PoC information given above. Once a defined scope of work is prepared Zygma will quote according to the required numbers, skill levels and quantities of resources required to fulfill the requirements.

For orders concerning the Advanced Internal-control Management System (**Special Item Number 132-51, 'Other'**):

An advanced internal-control management system (AIMS) documentation support tool is offered as a hyper-text documentation skeleton template for implementation of an ISO/IEC 27001-conformant information security management system. Orders for this product should indicate: the ordering agency or facility; a named PoC (telephone & email); number of licenses required; scope and nature of application of each licensed copy required; earliest date required; specific logo/title requirements for each licensed copy; any customized changes. AIMS is provided exclusively under the End User License Agreement found in Annex B.

Zygma will respond by confirming the order, configuring the required copies of the tool (configuration is included within the basic licensing fee) and quoting for the customized changes. When these are agreed and all required supporting material (e.g. logos, specialized text) provided by the ordering agency or facility Zygma will process the order and deliver as agreed.



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: **362819356**
Block 30: Type of Contractor - **B. Other Small Business**
Block 31: Woman-Owned Small Business - **No**
Block 36: Contractor's Taxpayer Identification Number (TIN): **68-06 04 702**

- 4a. CAGE Code: **4DCN6**
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

For all services, the FOB Point may be either domestic or overseas.

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)
132-50	As agreed with ordering agency
132-51	As agreed with ordering agency

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

Zygya will always use its best endeavours to respond to urgent Federal requirements.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted

- a. Prompt Payment: None.
- b. Quantity: None
- c. Dollar Volume: None
Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other: None



8. TRADE AGREEMENTS ACT OF 1979, as amended

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

The nature of services is such that deliverables are most commonly provided in electronic form. Where physical delivery is required by contract these are packaged in physical form on optical media or paper. Where physical delivery is required, whether domestic or overseas, goods are dispatched using USPS (domestic) or courier service (domestic and overseas) in normal commercially-available protective packaging. Where the ordering agency requires any further measures to be applied these will be agreed at time of order.

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$2,000.00.

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 132-51 - Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the



U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487 46 50.

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 28 33.

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 regard 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 the provision of services in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Any regions/countries/states and countries/states within or adjacent thereto, in which war, revolution, insurgency, uprising, civil unrest, military coup, earthquake, eruption, flood, landslide, tsunami, plague, epidemic or like threatening or injurious activities and/or events are, or are considered likely to be, ongoing during the course of execution of any order under this contract in such territory.

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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



21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

None available

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
PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

Zygya's standardized training courses are provided under a fixed [Terms of Use](#) agreement. These training packages have already been accepted by the Federal Government (Federal PKI Policy Authority) under these Terms of Use.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph (a), above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.



- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. Not applicable.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. “NO CHARGE” TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

No “no charge” training is offered.

10. ISMS FAMILIARISATION TRAINING COURSE

- Description:* This course describes the international standards ISO/IEC 27001 and '27002 for information security management systems (ISMS). It explains their origins, their goals and scope, how they relate to one another and reviews each of the requirements for management processes and procedures and for security controls. The basic course allows time for exercises and for the participants to relate the requirements to their own situation. A brief overview of how these standards relate to FISMA is also included. Bespoke extensions to the course can be accommodated, to explore further the FISMA relationship and how '27001' can accommodate the requirements set out in the FISMA-related NIST publications. A certificate of completion is awarded to each attendee.
- Length:* The basic course (without extensions) is 2 (two) days: extensions would add one or two additional days, depending on the agreed scope.
- Prerequisites:* Attendees should have at least two years of experience in the information security domain, either as managers of a programme, or in a role similar to SAISO, ISSO etc. Each attendee should have access to a licensed copy of the applicable standards (available through www.INCITS.org.)
- No. attendees:* Minimum 6, maximum 16 (if fewer than six attend there is no reduction in the fee.)
- Location:* The course can be held at either the ordering activity's location or Zygma can make arrangements to host it (at the ordering activity's expense).
- Schedule:* Classes are conducted on an as-ordered basis, hence no schedule is published.

11. 'AIMS' FAMILIARISATION TRAINING COURSE

- Description:* This course describes how Zygma's 'AIMS' ISMS Skeleton product implements the international standard ISO/IEC 27001 for information security management systems (ISMS). It explains how to manage the implementation of the ISMS by using the product and how the product is structured to fully implement all of the ISMS requirements. A certificate of completion is awarded to each attendee.
- Length:* 1 (one) day. This course can be easily provided with the ISMS Familiarisation course, as a combined 3 (three) day package.
- Prerequisites:* Attendees should be those responsible for the operation of an ISMS and use of the 'AIMS' ISMS Skeleton, as an agency CIO, SAISO, DAA, ISO or ISSO and have the corresponding experience and knowledge of information security. Each attendee should have access to a licensed copy of the applicable standards (available through www.INCITS.org.)
- No. attendees:* Minimum 6, maximum 16 (if fewer than six attend there is no reduction in the fee.)
- Location:* The course can be held at either the ordering activity's location or Zygma can make arrangements to host it (at the ordering activity's expense).
- Schedule:* Classes are conducted on an as-ordered basis, hence no schedule is published.



12. ISMS AUDIT OR TRAINING COURSE

Description: This course addresses the requirements to act as a Lead Auditor. It explores the scope of the international standards ISO/IEC 27001 and 27002 for information security management systems (ISMS) and their peer standard ISO/IEC 27006 which sets requirements for the conduct of ISMS audits. It explains the role and responsibilities of the auditor and gives guidance on how to plan, execute and report an ISMS audit, as the lead auditor. The course includes practical sessions which enable the participants to practice the course’s lessons. A certificate of completion is awarded to each attendee.

Length: 5 (five) days.

Prerequisites: Attendees should have at least two years of experience in the information security domain, either as managers of a programme, or in a role similar to SAISO, ISSO etc. Each attendee should have access to a licensed copy of the applicable standards – where they do not have access the applicable standards Zygma will provide same in electronic form, licensed to the individual attendee.

No. attendees: Minimum 6, maximum 16 (if fewer than six attend there is no reduction in the fee.)

Location: The course can be held at either the ordering activity’s location or Zygma can make arrangements to host it (at the ordering activity’s expense).

13. TRAINING PRICE LIST

Course	Up to 6 attendees	With GSA 10% discount	With GSA 10% discount & IFF	Per additional attendee (max 16)	Per additional attendee (max 16), with GSA 10% discount	Per additional attendee, with GSA 10% discount & IFF
ISMS Familiarization training	\$ 6,000.00	\$ 5,400.00	\$ 5,440.50	\$ 500.00	\$ 450.00	\$453.38
AIMS Familiarization training	\$ 3,000.00	\$ 2,700.00	\$ 2,720.25	\$ 250.00	\$ 225.00	\$226.69
ISMS Auditor training	\$ 8,000.00	\$ 7,200.00	\$ 7,254.00	\$ 500.00	\$ 450.00	\$453.38



**TERMS AND CONDITIONS APPLICABLE TO
PROFESSIONAL INFORMATION TECHNOLOGY (IT) 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 or other locations, 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 its normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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



7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for services rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under



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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 and 132-52. IT/EC Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

Note that the 'AIMS Skeleton' shall be used in accordance with the provisions of the EULA found in Annex B.

17. SERVICES DESCRIPTION

Zygma provides information security consultancy across a range of areas. Federal departments, agencies and facilities, and their Contractors, can benefit from using Zygma's professional services to:

- Σ support their IT system security development;

- Σ fulfill the compliance requirements inherent under FISMA, implementation of Security Controls specific in NIST SP 800-53, the Certification and Accreditation processes defined in NIST SP 800-37 and other applicable standards;
- Σ scope, build and certify their ISO/IEC 27001-conformant information security management systems and ISO/IEC 20000 Service management systems, including those which are established to support FISMA compliance;
- Σ establish cooperative frameworks for establishing mutual trust with other organizations (assurance frameworks, such as the eAuthentication Initiative, the Electronic Authentication Partnership, &c.);
- Σ have an independent audit performed on their information systems' security to provide assurance as to their security posture.

a. information security consultancy

Description of service: these services are always tailored to deliver solutions which meet the ordering activity's specific requirements. They cover a wide range of information security-relevant capabilities including, *inter alia*, the following:

- Σ Analysis, comparison, mapping and opinion of standards, policies, specifications, information security practices, e.g. HIPAA, FISMA, COPs, CPSs, &c.;
- Σ Counsel and development support for information security management systems conformant to ISO/IEC 27001;
- Σ Development of information security assurance framework process, procedures and criteria (e.g. GSA's eAuthentication Initiative);
- Σ Strategic planning for information security infrastructures, e.g. election systems, public key infrastructure deployment, &c.;
- Σ Expert assessment of FISMA in relation to other national and international standards and assessment schemes;
- Σ International liaison on matters of mutual recognition of specifications, standards, policies, specifications, information security practices;
- Σ Standards development for Federal government and international bodies;
- Σ Analysis of and presentation at fora, colloquia, symposia, and other information security events;
- Σ Expert witness testimony.

Such services are most commonly bespoke, i.e. the requirement is seldom an 'off-the-shelf' specification and generally requires discrete tailoring and specification to suit a specific client need. As such, each instance of the provision of such a service will be assessed against a Statement of Work, as agreed with the ordering activity, and appropriate resources assigned. Personnel and skills will be assigned according to the nature, complexity and difficulty of the task defined.

b. information security audit/assessment/evaluation

Description of service: these services cover a range of audit-type activities including, *inter alia*, the following:

- Σ Internal and third-party audit of ISO/IEC 27001-conformant information security management systems;
- Σ Internal audit/review of department, agency and facility compliance to policy, standards, controls against ISMS principles of other criteria as specified;
- Σ Assessment of third-party suppliers as to their compliance with Federal contractual and regulatory information security requirements, e.g., specific contractual terms, FISMA, FIPS 201, NIST SP 800-series compliance, &c.;
- Σ Other forms of assessment of services, components, specifications, as requested by the client.

Whilst many such services are generally based upon established audit/assessment/evaluation practices the scoping will often require some attention to the specific assignment, and hence these assignments will be, to some necessary degree. As such, each instance of the provision of such a service will be assessed against its Statement of Work, as agreed with the ordering activity, and appropriate resources assigned. According to the nature, complexity and difficulty of the task defined, the following roles may be involved.

c. information security programme management

Description of service: these services are provided when an assignment requires more oversight and control than can be managed by the lead consultant/auditor in the course of his primary duties. A dedicated programme manager ensures that client expectations are fulfilled and that internal control over a larger team is effective and efficient. The appointment of a programme manager will depend upon the size and complexity of the assignment and client expectations. Secretariat services can be provided whenever administrative support (minutes preparation, management of schedules, meeting timetables and agenda, distribution lists, &c.) is required for a board, authority, working group or similar body.

d. Advanced Internal-control Management System (AIMS)

Description of service: a management system documentation support tool which is a hyper-text skeleton template for implementation of management systems, providing the normative text of the applicable standard within an HTML structure. The management system is therefore configured as a web site, which may be operated locally or across the organization's intra-net.

At present AIMS supports management systems for ISO/IEC 27001:2005 (information security management systems - ISMS) – the **ISMS Skeleton** - and ISO/IEC 20000-1:2005 (information technology service management systems - ITSM) – the **ITSM Skeleton**. ITSM is effectively implementation of the Information Technology Infrastructure Library (ITIL).

18. LABOUR CATEGORY DESCRIPTIONS**Executive Consultant III (ECIII)**

Responsibilities: Leading and planning **key** assignments; analysis and synthesis of client's areas of interest; evolving strategies for solutions; chairing client meetings/reviews; leading audit teams and signing-off audit reports; representing company and clients at **major** fora/colloquia/symposia; standards development; **thought leadership** in the field of information security; **expert witness testimony**; **advisory capacity at Board level on company strategy and policy development**.

Experience: **Twenty** or more years of professional participation in the IT field, with at least the last **ten** active in the information security area. **Demonstrated expertise** in information security; risk management; security rôles, processes, procedures & controls; PKI. **Expert** knowledge of applicable methods, regulations, standards, audit & assessment

models, &c., which must include risk management, related NIST standards and publications, international standards, including as a minimum ISO/IEC 20 000 and ISO/IEC 270xx, ISMS audit over a wide range of applications.

Incisive analytic skills coupled with an ability to express clearly findings and recommendations, through all and any media. Ability to comprehend **key** clients' operational domains, identify the issues within them and develop solutions favourable to the fulfillment of the clients' goals.

Proven ability to provide leadership of **key** client consulting assignments, with **overall** responsibility for the fulfillment of the client's consulting need. **Excellent** communication and interpersonal skills.

Business understanding, applied in conjunction with the infosec expertise.

Education: Masters Degree or higher in a subject area relevant to information security or proven track record which demonstrates an equivalent depth and breadth of understanding of the field.

Professionally certified/qualified by a recognized national or international body as an information security professional, in at least one of the fields of management, security professional or auditor.

Executive Consultant II (ECII)

Responsibilities: **Leading and planning** assignments; analysis and synthesis of client's areas of interest; **evolving strategies for** solutions; representing company and clients at fora/colloquia/symposia; **standards development; leadership** in the field of information security.

Experience: **Fifteen** or more years of professional participation in the IT field, with at least the last **eight** active in the information security area. Established understanding of information security; risk management; security rôles, processes, procedures & controls; PKI. Knowledge of applicable methods, regulations, standards &c. which must include risk management, related NIST standards and publications and international standards, including as a minimum ISO/IEC 20 000 and ISO/IEC 270xx, ISMS audit over a wide range of applications.

Proven analytic skills coupled with an ability to express clearly findings and recommendations, through all and any media. Ability to comprehend the client's operational domain, identify the issues within it and develop solutions favourable to the fulfillment of the client's goals.

Proven ability to provide leadership of client consulting assignments, with responsibility for the fulfillment of the client's consulting need. **Excellent** communication and interpersonal skills in all media.

Education: Master's Degree or higher in a subject area relevant to information security or proven track record which demonstrates an equivalent depth and breadth of understanding of the field.

Professionally certified/qualified by a recognized national or international body as an information security professional, in at least one of the fields of management, security professional or auditor.

Consultant II (COII)

Responsibilities: This is a personnel development role. Staff assigned to this role will be showing a high degree of competence in their COI responsibilities and have experience which substantially fulfills that required for ECI, with the potential to make ECI within 12 months after some refinement and development of their skills to fit the ECI profile. They will be encouraged to set personal growth goals to enhance their formal qualifications, e.g. seeking a Master's or Doctorate qualification in a relevant field or seeking professional qualifications. An ISMS Lead Auditor qualification should also be acquired during this period.



Lead Auditor II (LAI)

Responsibilities: Planning and leading **major** audits, assessments and evaluations; establishing scope and criteria, and applicable methods; client/auditee liaison; chairing audit meetings/reviews; leading audit teams and signing-off audit reports; representing company and clients at **major** fora/colloquia/symposia.

Experience: **Twelve** or more years of professional participation in the IT field, with at least the last **five** active in the information security audit and assessment area.

Demonstrated expertise in information security audit, through fulfilling applicable requirements of ISO/IEC 27006 in regard to assessing conformity against ISO/IEC 27001 **OR** in any comparable assessment framework. In-depth knowledge of selected specific technical and sector areas, e.g. PKI, FISMA, financial, HIPAA, assessment, WebTrust, PCI DSS; **Excellent** communication and interpersonal skills.

Business understanding, applied in conjunction with the infosec audit expertise.

Education: Masters Degree or higher in a subject area relevant to information security audit or proven track record which demonstrates an equivalent depth and breadth of understanding of the field.

Professionally certified/qualified by a recognized national or international body as an information security lead auditor.

19. LABOUR PRICE LIST

PROFESSIONAL SERVICES		Commercial rate	GSA disc.	GSA rate	with IFF
Solutions delivery	Audit & Assessment	\$/hr		\$/hr	\$/hr
Executive Consultant III (ECIII)		275.00	9%	250.00	251.88
Executive Consultant II (ECII)		210.00	9%	192.00	193.44
	Lead Auditor II (LAI)	210.00	9%	192.00	193.44
Consultant II (COII)		150.00	8%	138.00	139.04

20. RELATED SERVICES PRICE LIST

As a part of its consulting services Zygya offers a documentary efficiency & support tool, the Advanced Internal-control Management System (AIMS) which provides a skeleton documentary framework for its clients wishing to develop and operate an ISO/IEC 27001 information security management system (ISMS). The AMS ISMS Skeleton is a hyper-text documentary framework fully-conformant to the requirements of ISO/IEC 27001 which will significantly reduce the client’s time to develop their own ISMS. This item is not software and requires no programming skills although familiarity with Microsoft Word or an HTML editor is necessary in order to amend the skeletal text.

No. of sites/systems*	Single	#2 to #4	#5 to #9	#10 and above
AIMS in perpetuity license (ISO/IEC 27001 version)	\$ 2,500.00	\$ 2,200.00	\$ 1,900.00	\$ 1,500.00
Less 10% (GSA)	\$ 2,250.00	\$ 1,980.00	\$ 1,710.00	\$ 1,350.00
Less 10% (GSA) + IFF	\$ 2,266.88	\$ 1,994.85	\$ 1,722.83	\$ 1,360.13

* discounts are applicable on a per order basis, not cumulatively.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

Richard G. WILSHER,
CEO
Zygma LLC

+1 714 965 99 42
Sched70Svcs@Zygma.biz
www.Zygma.biz



BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, Zygma LLC (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), email, or paper.

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

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



- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.
-



**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

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

ANNEX A TRAINING TERMS OF SUPPLY FOR FEDERAL AGENCIES

« full Agency name » (« (Agency) »)¹ has requested that [the Zygma partnership LLC](#) (Zygma), a corporation registered in California, USA, provides it with ISMS Awareness Training and/or AIMS familiarization «delete as applicable» (the training material) and hereby accepts the Terms of Supply set forth herein for the provision of said training:

Zygma will provide ISMS Awareness Training and/or AIMS familiarization «delete as applicable» subject to the following Terms of Supply:

1. « (Agency) »'s Obligations

- 1) « (Agency) » is responsible for the performance of all the steps necessary to apply the results of this training. Participation in the training greatly facilitates understanding of the ISMS principles and use of Zygma's AIMS ISMS Skeleton² but Zygma makes no claim as to the ability of « (Agency) » to properly accomplish their implementation through use of the training alone;
- 2) « (Agency) » may have up to six representatives attend for the whole Zygma course duration for the basic training fee, as advised at the time of contracting. Additional participants may attend subject to an additional fee per head in accordance with the published prices;
- 3) « (Agency) » will give notification at least one week in advance if it requires printed copies of all training material for its participants. Zygma will in all cases provide electronic copy of the materials on a DVD/CD for each participant;
- 4) « (Agency) » may create back-up copies of the training material;
- 5) « (Agency) » may retain *in perpetuity* all training material associated with the agreed training provided that it is used only for use within « (Agency) »;
- 6) « (Agency) » is not permitted to modify or delete any copyright, Zygma logo or other content in the training material;
- 7) « (Agency) » must not offer or sell the training materials to any other person or agency for their use. If other agencies or their contractors who attend the training wish to use the training material they should contact [Zygma](#). In this context 'agencies or their

¹ Change all instances of '« full Agency name »' and '« (Agency) »' within the terms by setting the Agency name and abbreviated form in the Properties fields. Remove shading.

² Use of Zygma's ISMS Skeleton shall be the subject of a separate EULA.

contractors' shall mean both external entities and other Federal agencies not responsible for procuring the training;

- 6) « (Agency) » is responsible for breaches of copyright arising from actions of their employees, or persons under their control;
- 8) « (Agency) » will take adequate measures to ensure that any third parties (e.g. contractors) exposed to the training material provided by Zygma do not retain any of said material when the third parties conclude their assignment on behalf of « (Agency) »;
- 9) In the case of ISMS Awareness Training each participant MUST HAVE, before and at all times whilst using and applying the training material access to a licensed copy of ISO/IEC 27001:2005. In the case that participants do not have such access Zygma will provide a single-user licensed copy of the standard to each participant without extra charge;
- 10) In the case of AIMS familiarization « (Agency) » must have procured at least a single AIMS license.

2. Obligations upon Zygma

- 1) Zygma will furnish on electronic media, in advance of the date scheduled for the presentation of the training, a single copy of the training material to be used. Electronic copy of the material will be provided to each participant, when the training takes place. Paper copy of the training materials will also be provided given that « (Agency) » provides a minimum of a week's notice of such a requirement.
- 2) Zygma warrants that the training material does not contain proprietary material from parties other than the supplier and the supplier's business partners and associates, save certain extracts from ISO/IEC 27001:2005, hence the requirement that « (Agency) »'s participants must have access to a licensed copy of ISO/IEC 27001:2005 before using the training material.
- 3) Zygma will maintain the confidentiality of any information concerning « (Agency) » that is not in the public domain and which it obtains as a result of providing this training.

3. Intellectual Property Rights

The Intellectual Property Rights (IPR) in the training material reside with [the Zygma partnership LLC](#).

4. Limitation of Liability

In no event will Zygma be liable to « (Agency) » for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if Zygma's representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by Californian law. Zygma's aggregate liability under or in connection with the supply of this training shall be limited to the amount paid for the training material, if any.



5. Governing Law

The Law pertaining to these Terms of Supply and any correspondence or contracts related thereto shall be governed and construed according to the Laws of California, to the extent that they do not conflict with Federal law.

6. Acceptance

« full Agency name » accepts in full and without qualification the Terms of Supply set forth herein for the provision of ISMS Awareness Training and/or AIMS familiarization «delete as applicable»:

Signed:

Role/Position:

Date:

7. For Zygma

ANNEX B

ADVANCED INTERNAL-CONTROL MANAGEMENT SYSTEM END-USER LICENSE AGREEMENT FOR FEDERAL AGENCIES

[SINGLE ISMS ONLY | ENTERPRISE LICENCE]³

(footnotes are for Zygma's use in completing each specific instance of the EULA and will be removed when the EULA is customized)

1. PREAMBLE

The Advanced Internal control Management System Model (AIMS) was originated by Gamma Secure Systems Limited and W^mList & Co.

[the Zygma partnership LLC](#) (Zygma), incorporated in California, USA, is a partner with Gamma Secure Systems Limited and W^mList & Co. and has rights for the use, development and licensing of the Skeleton which supports the AIMS.

Zygma is the licensor for the purposes of this EULA.

This EULA entitles « full Agency name » (« (Agency)»⁴) to use the AIMS Skeleton to produce and maintain {one | «state multiple quantity»}³ documented Information Security Management System{{s}}³ (AIMS {{s}}³).

« (Agency)» may maintain backup copies of the Skeleton.

The applicable license number is: 601USzp«999»⁵

2. Definitions

The Skeleton is the AIMS Skeleton material on the CD, inclusive of the Skeleton itself and any associated training material.

Reference to 'management systems' means information security management system (ISMS) as defined by ISO/IEC 27001:2005.

3. « (Agency)»'s Obligations

- 1) « (Agency)» is responsible for the performance of all the steps necessary to develop and implement their «type» management system. The use of the Skeleton greatly facilitates those tasks but Zygma makes no claim as to the ability of « (Agency)» to properly accomplish their implementation through use of the Skeleton alone.

³ Delete as appropriate. **Green highlight** denotes choice regarding single or enterprise licence

⁴ Change all instances of '«(ORG)»' within the EULA, **EXCEPT FOR** those within the exemplar Skeleton text.

⁵ In headers replace with full license reference and remove date – in the body, replace '«999»' with assigned license reference number.

- 2) Before and at all times whilst using the Skeleton « (Agency) » MUST HAVE PURCHASED AND RETAINED {A COPY | SUFFICIENT COPIES}³ OF ISO/IEC 27001:2005 { | TO COVER ALL OF THE MANAGEMENT SYSTEMS WITHIN SCOPE OF THIS EULA. }³ Where « (Agency) » does not have
- 3) « (Agency) » is not permitted to:
 - a) Change the copyright, license number and “for use by” information in the page footers;
 - b) Modify or delete the contents of the license folder (\00 License\);
 - c) Modify or delete any instances of URLs with references to
www.gammassl.co.uk/...
or “www.Zygma.biz/...” in the Skeleton source text;
- 4) « (Agency) » is not entitled to use the Skeleton for any purpose other than creating {one management system | multiple management systems}³;
- 5) « (Agency) » must not sell or otherwise make the Skeleton available to any other person or organization for their use. If other organizations/individuals wish to use the Skeleton they should contact [Zygma](#). In this context ‘organization’ shall mean both external entities and internal divisions not associated with the unit responsible for procuring the Skeleton (e.g. different operating units within business; business operations at different sites; units, agencies and departments within governments);
- 6) « (Agency) » is responsible for breaches of copyright arising from actions of their employees, or persons under their control.

4. Obligations upon Zygma

- 1) Zygma warrants that the Skeleton supplied, if used in accordance with the attached instructions, conforms to ISO/IEC 27001:2005.
- 2) Upgrades to the Skeleton may be made from time to time. « (Agency) » will be notified of such changes by Zygma as they occur.
- 3) Zygma warrants that the Skeleton does not contain proprietary material from parties other than Zygma and Zygma’s business partners and associates, save certain extracts from ISO/IEC 27001:2005, hence the requirement that « (Agency) » must have purchased {a copy | sufficient copies}³ of ISO/IEC 27001:2005 before using the Skeleton.
- 4) Zygma will maintain the confidentiality of any information concerning « (Agency) » that is not in the public domain and which it obtains as a result of this EULA.

5. Intellectual Property Rights

The Intellectual Property Rights (IPR) in AIMS reside with its originators, Gamma Secure Systems Limited and W^mList & Co. A reference copy of that material is held with the [UK Copyright](#)



Service. Additional IPR are held by [the Zygma partnership LLC](#) in respect of changes made to the base product in preparing it for its own End Users. IPR in the changes made by « (Agency)» in using the Skeleton reside with « (Agency)».

6. Upgrades

This EULA does not automatically entitle « (Agency)» to any upgrades to the Skeleton, which may from time to time be released by Zygma.

7. Limitation of Liability

In no event will Zygma be liable to « (Agency)» for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if Zygma's representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by Californian law. Zygma's aggregate liability under or in connection with this EULA shall be limited to the amount paid for the Skeleton, if any.

8. Period of effectiveness of the EULA

The EULA shall remain in effect *in perpetuity* until cancelled in writing by « (Agency)» or Zygma, whereupon « (Agency)»'s use of the Skeleton must immediately cease. Zygma may notify of revoked licenses the Accreditation and Certification Bodies responsible for ISMS certification.

9. Governing Law

The Law pertaining to this EULA and any correspondence or contracts related thereto shall be governed and construed according to the Laws of California, to the extent that they do not conflict with Federal law.



10. Acceptance

« full ORGANISATION name » hereby accepts in full and without qualification the terms of this EULA.

Signed:

Role/Position:

Date:

«If the End User is to sign electronically, delete above and instruct to sign below the acceptance text – delete this note»

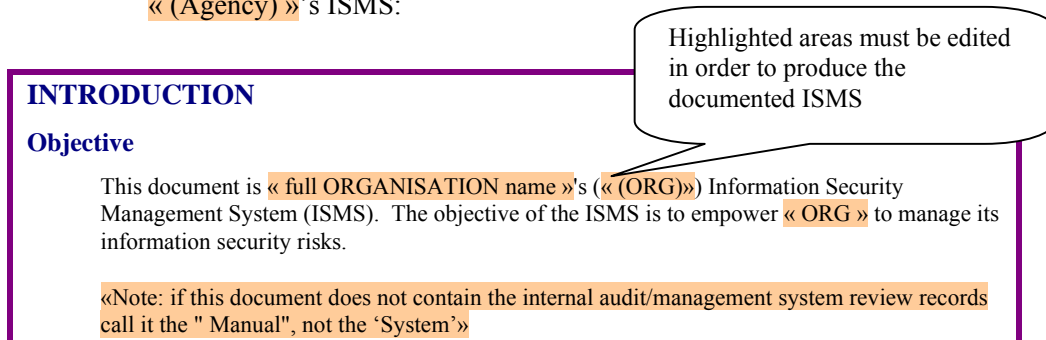
INSTRUCTIONS FOR USE OF THE SKELETON

The Skeleton is neither a software product nor a software tool. The Skeleton is a set of hypertext document templates that are required to be manually filled in, completed and/or modified by « (Agency) » in order to produce the documented ISMS. The Skeleton does not perform any of the necessary actions to do this.

Therefore the Skeleton requires to be edited using an HTML editor or similar product, e.g. Microsoft FrontPage, such that the appropriate management system standard documentation reflects the system in place within the scope of « (Agency) »'s to a level appropriate for certification. The final content of « (Agency) »'s management system is therefore determined by their own judgements as to their business' operations and the residual risk they are prepared to accept.

In order for « (Agency) » to customize the Skeleton to reflect its own management system scope and implementation the following actions should be undertaken:

- 1) It is necessary to edit the « areas highlighted thus in the Skeleton » as shown in the following example, to reflect the facts pertaining to the scope and application of « (Agency) »'s ISMS:



The screenshot shows a document titled "INTRODUCTION" with a sub-section "Objective". The text in the "Objective" section is: "This document is « full ORGANISATION name »'s (« (ORG) ») Information Security Management System (ISMS). The objective of the ISMS is to empower « ORG » to manage its information security risks." The words "ORGANISATION name", "(ORG)", and "ORG" are highlighted in orange. A callout box with a speech bubble points to these highlights and contains the text: "Highlighted areas must be edited in order to produce the documented ISMS". Below the main text, there is a note: "«Note: if this document does not contain the internal audit/management system review records call it the 'Manual', not the 'System'»".

- 2) « (Agency) » is encouraged to replace the logo in the banner.htm file with their own logo, if not already done.
- 3) « (Agency) » is encouraged to change the theme of the Skeleton in order to reflect the house style (colour scheme and fonts) of their own organization, if not already done.
- 4) « (Agency) » should modify the HTML links within the Skeleton so that the final documentation is internally consistent and all references to organization specific material are correctly implemented to point to external documents where, for example, details of procedures are recorded.
- 5) « (Agency) » should read all the text in the Skeleton and confirm that the statements made do truly reflect the organization's requirements. Where it is necessary to edit text which is not highlighted then care must be taken to ensure that no statements required to demonstrate compliance with ISO/IEC 27001:2005 are modified or deleted.
- 6) « (Agency) » remains responsible for ensuring the continued compliance with ISO/IEC 27001:2005 within their ISMS as represented through their implemented {version versions} of the Skeleton.
- 7) « (Agency) » remains responsible for the training and competences of those assigned to use the Skeleton, in particular that its representatives are competent and knowledgeable



in the use of HTML and in management system practices, as required by their role, so as to adequately and competently develop and maintain « (Agency) »'s management system(s) .



Closing page of Zygma's Price List