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

Special Item No. 511210 - Software License

Special Item No. 54151S - Information Technology (IT) Professional Services

Special Item No. 54151ECOM – Electronic Commerce and Subscription Services

Special Item No. ANCILLARY – Ancillary Supplies and/or Services

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AgileAssets Inc.

3001 Bee Caves Rd., Ste. 200

Austin, TX 78746

Ph: 512-327-4200, Fax: 512-328-7246

www.AgileAssets.com

Contract Number: <u>47QTCA18D00GY</u>

Period Covered by Contract: <u>July 25, 2018 to July 24, 2028</u>

On line access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage! a menu driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov. On-line access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov., Contract period.

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CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded prices.

SIN	DESCRIPTION	AWARDED PRICES
511210	Software Licenses Includes both term and perpetual software licenses and maintenance.	See Price List
54151S	**Information Technology Professional Services**. IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.	See Price List
54151ECOM	**Electronic Commerce and Subscription Services**. Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.	See Price List
ANCILLARY	**Ancillary Supplies and Services**. Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to complement a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule.	See Price List

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

    See Price List

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

    See Price List

2. Maximum order.

SIN	MAXIMUM ORDER
511210	$500,000 per SIN/Order
54151S	$500,000 per SIN/Order
4151ECOM	$500,000 per SIN/Order
ANCILLARY	$250,000 per SIN/Order

3. Minimum order. $100.00

4. Geographic coverage (delivery area). CONUS and Overseas

5. Point(s) of production (city, county, and State or foreign country). Austin, Travis, Texas

6. Discount from list prices or statement of net price. 2%-81% from list price.

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity discounts. None

8. Prompt payment terms. 0% in Net 30 Days.

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

Purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Purchase cards are accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin): None.

11a. Time of delivery. (Contractor insert number of days.)

30 days ARO or as negotiated with customer

11b. Expedited Delivery.

Customer may contact the Contractor for availability and rates.

11c. Overnight and 2-day delivery.

Customer may contact the Contractor for rates for overnight and 2-day delivery

11d. Urgent Requirements.

Customer may contact the Contractor to affect a faster delivery

12. F.O.B. point(s). Destination

13a. Ordering address.

AgileAssets Inc.
3001 Bee Caves Rd., Ste. 200
Austin, TX 78746
(512) 327-4200 (telephone)
accounting@agileassets.com

13b. Ordering procedures:

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address.

AgileAssets Inc.
3001 Bee Caves Rd., Ste. 200
Austin, TX 78746
(512) 327-4200 (telephone)
accounting@agileassets.com

15. Warranty provision. Standard Commercial Warranty

16. Export packing charges, if applicable. Not Applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). Not Applicable

18. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

19. Terms and conditions of installation (if applicable). Not Applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

20a. Terms and conditions for any other services (if applicable). Not Applicable

21. List of service and distribution points (if applicable). Not Applicable

22. List of participating dealers (if applicable). Not Applicable

23. Preventive maintenance (if applicable). Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

    Not Applicable

24b. Section 508 Compliance for Electronic and Information Technology:

    Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.agileassets.com/Section+508+Statement.htm

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

25. Data Universal Number System (DUNS) number. 122697506

26. Notification regarding registration in Central Contractor Registration (CCR) database.

    Registered with Cage Code 34AG3

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)

> **TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 511210) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

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

Limited Warranty; Disclaimer.

a. **Limited Warranty**. AgileAssets makes the following limited warranties:
   i. **Software**. During the Warranty Period, Software products will perform substantially as described in the applicable Documentation. If the Software fails to perform as warranted, and the State reports such failure in writing to AgileAssets within the Warranty Period, AgileAssets will correct or replace the Software in accordance with AgileAssets Maintenance Services. "Warranty Period" means the period which begins on the Go-Live Date and ends twelve months later. For clarity, the warranty applies solely to the first copy of the Software product licensed by the State meaning that if the State purchases a license to a Software module which the State hasn't previously licensed, then the warranty would apply to that license but not to additional licenses subsequently purchased to the same Software module. In no event does this warranty apply to additional Named-User Licenses.
   ii. **Maintenance Services**. AgileAssets will perform Maintenance Services in a workmanlike manner. If AgileAssets fails to do so, and the State reports such failure to AgileAssets promptly after the performance of such Services, at no additional cost to the State, AgileAssets will re-perform the Services.
   iii. **Professional Services**. AgileAssets warrants that it will perform Professional Services in a timely and professional manner in accordance with the applicable Statement of Work, if any. If AgileAssets fails to do so, and provided the State has notified AgileAssets in writing of such failure within the Acceptance Period, AgileAssets will re-perform the Services as described in Section 4.c of the SLA ("Acceptance of Professional Services"). If AgileAssets is unable to do so within a reasonable period of time, the State may terminate the affected Statement of Work, and AgileAssets will refund to the State amounts paid by the State for the nonconforming Services under the Statement of Work.
b. **Warranty Exclusions, and Conditions and Limitations of Services.** AgileAssets' obligations to render warranty services and Maintenance Services for the Software are subject to the following conditions and limitations:

i. **Errors and Problems in the Use of the Software.** AgileAssets has no obligations or responsibilities of any kind with respect to: (A) problems which are not caused by defects in the Software, (B) problems caused by the failure to implement and operate the Software in the Specified Operating Environment in accordance with the applicable Documentation and any other written instructions supplied by AgileAssets, (C) problems resulting from the failure to implement solutions, Updates, and Defect Corrections supplied by AgileAssets to the Software, (D) problems in the use or functioning of the Software caused by any hardware or software product (other than the Software) but not including problems which are the result of incompatibility of the Software with such hardware or software if the Software was designed to work with such hardware or software as specified in the Documentation, (E) use of the Software inconsistent with the Documentation, or (F) any modifications or other alterations of the Software by any person or entity other than AgileAssets (or its agent). If AgileAssets provides warranty services or Maintenance Services for any problem caused by any of the foregoing or for troubleshooting with respect to any of the foregoing, or if AgileAssets' services efforts are increased as a result, AgileAssets may submit a claim to the contracting officer under the contract Disputes Clause (Contract Disputes Act) for payment of these charges at its then standard commercial time and materials rates for all such services, including travel and per diem expenses. The AgileAssets customer service engineer will notify a caller as soon as the billable status of the call is determined. The caller may terminate the call at that time without charge.

ii. **Maintenance of Current Releases of the Software.** AgileAssets provides Maintenance Services for the current major release of the Software and, for a period of 36 months from its release date, the preceding two major releases. AgileAssets has no support obligation where Client is using a version of the Software that is not a then-supported release.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

1. **TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **(800) 877-8734** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8 AM Central Time** to **5 PM Central Time**.

2. **SOFTWARE MAINTENANCE**
a. Software maintenance as it is defined: (select software maintenance type):

__X__ 1. Software Maintenance as a Product (SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

_____ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on- line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b.   Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

3.   PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a.   The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b.   Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c.   Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d.   Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e.   Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

Contractor does not offer Term Licenses (SIN 132-32) and Maintenance (SIN 132-34).

4.   CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a.   The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b.   Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c.   The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d.   The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to % of all term license payments during the period that the software was under a term license within the ordering activity.

Contractor does not offer conversion from term license to perpetual license.

5. **TERM LICENSE CESSATION**
   a. After a software product has been on a continuous term license for a period of   * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
   b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

Contractor does not offer term license cessation

6. **UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)**
   a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
   b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
      (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
      (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
      (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the   ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
      (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to

modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

7. SOFTWARE CONVERSIONS - (SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

Not available under the scope of this contract.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

1. **SCOPE**
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. **PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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

4. **PERFORMANCE OF SERVICES**
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

   (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically

identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

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

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

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

    a. Definitions.

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

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

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

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

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate.

Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract.

For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b)   The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

        (1) The offeror;
        (2) Subcontractors; and/or
        (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Code D301   IT Facility Operation and Maintenance

Furnish personnel, equipment, and facilities to accomplish facility operations and maintenance. Include: requirements analysis, comparative study and evaluation of available database engines, concept development, hardware specifications, database specifications, internet and intranet design, data warehousing applications, database compatibility assessments, recommendations, acquisition support and documentation.

Code D302 - IT Systems Development Services:

Furnish personnel, equipment, and facilities to accomplish database planning and design. Include: requirements analysis, comparative study and evaluation of available database engines, concept development, hardware specifications, database specifications, internet and intranet design, data warehousing applications, database compatibility assessments, recommendations, acquisition support and documentation.

Code D306 - IT Systems Analysis Services:

Furnish personnel, equipment and facilities to accomplish systems analysis and design. Include: Mission requirements analysis, concept development, Systems requirements analyses and information engineering, Systems specifications, Database specifications, Business Process Re-engineering, Requirements Modeling and Prototyping, User-oriented design, Coding, unit testing, and integration testing, test plans and test analysis reports, hardware specifications, acquisition support and documentation.

Code D307 - Automated Information Systems Design and Integration Services

integrate various systems currently in use and participate in their planning, implementation, and sustainment. This work will require skills in multiple technical disciplines to include additional fundamental functions for support of various PC based databases, network, intranet, internet, and telnet interfaces. Other areas of support shall include configuration, troubleshooting, and maintenance. RCF shall provide design, implementation, and/or operational support and recommendations for communication-computer systems, services, and facilities to meet the needs of the customer. The intent here is to have contractor personnel research, identify, and suggest improvements which may enhance or simplify the users interaction with the system(s), more specifically help those who must log onto multiple systems to attain required data. Integration and Implementation System Management Objectives shall include but not be limited to: Ability to evaluate hardware, software, and communication items and services for satisfying the customer's community requirements.

Code D308 - Programming Services:

Furnish software development of tailored programs and modification and enhancement of existing and/or COTs programs. Include: Design specifications, Code generation, Interoperability studies, Prototype development,

migration to match platform requirements, testing, debugging, verification and validation, Source code management, User interface design, Internet and multimedia development, Firewalls/Security, and acquisition support.

Code D310 - IT Backup and Security Services

Services include analysis and recommendations on disaster recovery, backup and security procedures. Analysis includes database, websites, hardware, server environments and Internet. IT Backup and Security Services includes: Database Administration, Design and implementation of a secure architecture, Web Server Security Analysis, Database Security Analysis, Web System Analysis, Security Policy Definition and Enforcement Review, Shared Data Environment, Release Policy Definition and Management

Code D311 - IT Data Conversion Services:

Furnish facilities design, media conversion to digital format, systems deployment and transition/re-hosting, systems reengineering, cabling/system installation, training, acquisition support and documentation.

Code D316 - IT Network Management Services

Furnish project management personnel and services, including, Project Management, personnel support services, including, Project management, personnel support services, personnel management, Integrated logistics support, total cost of ownership analysis and modeling, Program control, monitoring, scheduling, cost oversight, acquisition planning, financial management/budgeting services, status reviews, customer interface, quality assurance/independent verification and validation support, administrative assistance, acquisition support and documentation.

Job Title	Minimum/General Experience and Years of Experience	Functionality Responsibility (Summary)	Educational Responsibility
Developer	● 3+ years in a hands-on integration development role (with ERP software a plus)	● Develops conceptual technical designs for the application integration components, including interfaces and conversions	● BA/BS degree in Computer Science, MIS, or related field
Functional Lead	● 2+ years and high proficiency with SQL scripting skills (Oracle experience is preferred)	● Configures standard AgileCore for updated labels and limited new fields and processes	● B.S. in Civil or Transportation Engineering, M.S. in Transportation Engineering, or years related experience
Integration Product Owner	● Must have good knowledge of data warehouse and data mart concepts	● Work with users, product management and business analysts to understand client requirements and help define integration and system requirement deliverables	● Minimum 3 years' experience with AgileAssets software product"
Project Manager	● Experience with Oracle PL/SQL required	● Responsible for the business requirements and implementation of data integration projects	● BA/BS degree in Computer Science, MIS, or related field
Report Developer	● Experience with Java or any other OOP language is a plus	● Implement activities around the functional design, architectural design, test case design, and system testing to ensure all client requirements are met	● BS degree in relevant discipline such as computer science, MIS, or Civil Engineering.

Job Title	Minimum/General Experience and Years of Experience	Functionality Responsibility (Summary)	Educational Responsibility
Solution Architect	• Good understanding of services oriented architecture design principles and ERP integration designs	• Fix defects and implement enhancements in ETL application tier	• B.S. in Computer Science, Computer Engineering or 2 years' experience writing reports

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 54151ECOM)

1. **SCOPE**

    The prices, terms and conditions stated under Special Item Number 54151ECOM 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**

    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)

    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 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

    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:

Limited Warranty; Warranty Disclaimer.

a. **Mutual Warranties**. Each party represents and warrants that (i) it has the legal power to enter into and perform under this Agreement, and (ii) it will comply with all other applicable laws in performance of its obligations and use of the Services hereunder.

b. **By AgileAssets**.

   i. General. AgileAssets warrants that:

   A. the Services will provide the functionality described in the applicable Documentation under normal use and circumstances. In the event the Services are nonconforming, AgileAssets will fix, provide a work around, or otherwise repair or replace the nonconforming Services, or, if AgileAssets is unable to do so, terminate Client's access to the Services and return the Contract Price paid for the Services previously paid to AgileAssets for the period beginning with Client's notice of nonconformity through the remainder of the Initial Service Term or Extension Service Term, as applicable, and

   B. it routinely tests the Services using up-to-date anti-virus software in efforts to detect and, if so detected, to eliminate, any disabling devices, viruses, Trojan, horses, trap doors, back doors, Easter eggs, time bombs, cancelbots, or other computer programming routines designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data ("Malicious Code"). If Malicious Code is introduced into Client's computer systems by the Services, AgileAssets will, at its own expense, assist and work with Client, at Client's direction, to remediate the damage caused by the Malicious Code, provided that Client: (I) has taken all prudent business measures to prevent introduction of any such Malicious Code into its computer systems, (II) takes all prudent business measures to minimize the effects of any such Malicious Code, and (III) delivers sufficient documentation to AgileAssets to validate Client's belief that such Malicious Code was introduced into Client's computer system by the Services.

   ii. No Infringement. AgileAssets warrants that use of the Services as permitted under this Agreement does not infringe on the intellectual property rights of any third party.

iii. <u>Service Level Warranty.</u> AgileAssets warrants that the Services will meet the commitments set forth in the Service Level Agreement (the "SLA").

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.

13. TRAINING

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

Not Applicable

14. MONTHLY REPORTS

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

15. ELECTRONIC COMMERCE SERVICE PLAN

    a. Describe the electronic service plan and eligibility requirements.

Not Applicable

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

Not Applicable

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

Not Applicable

TERMS AND CONDITIONS APPLICABLE TO ANCILLARY SUPPLIES AND /OR SERVICES (SPECIAL ITEM NUMBER ANCILLARY)

Non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be offered or purchased separately. Further, non-professional labor categories shall be offered under SIN ANCILLARY only and must be offered in conjunction with professional service SINs.

The Service Contract Labor Standards (SCLS) may be applicable to services offered under SIN ANCILLARY. The following language shall be included at the end or beginning of each detailed position description. "Nonprofessional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

Ancillary supplies and/or services are support supplies and services which are not within the scope of any other SIN under schedule 70.

AGILEASSETS INC. – PRICES

LABOR CATEGORIES

SIN	LABOR CATEGORY	GSA OFFER PRICE (inclusive of the .75% IFF)
54151S	Developer	$196.10
54151S	Functional Lead	$269.70
54151S	Integration Product Owner	$221.82
54151S	Project Manager	$270.98
54151S	Reports Developer	$200.63
54151S	Solution Architect	$350.40

PRODUCTS

SIN	MFR PART NO	PRODUCT NAME	GSA OFFER PRICE (inclusive of the .75% IFF)
Perpetual Software Licenses			
511210	PSL-Foundation	Foundation Perpetual Software License	$130,385.14
511210	PSL-Bridge Analyst	Bridge Analyst Perpetual Software License	$158,626.70
511210	PSL-Bridge Inspector	Bridge Inspector Perpetual Software License	$93,476.45
511210	PSL-Facilities Manager	Facilities Manager Perpetual Software License	$108,583.76
511210	PSL-Fleet Manager	Fleet Manager Perpetual Software License	$108,583.76
511210	PSL-Maintenance Manager	Maintenance Manager Perpetual Software License	$212,446.48
511210	PSL-Pavement Analyst	Pavement Analyst Perpetual Software License	$163,347.73
511210	PSL-Right-of-Way Manager	Right-Of-Way Manager Perpetual Software License	$ 86,930.48
511210	PSL-Safety Analyst	Safety Analyst Perpetual Software License	$163,347.73
511210	PSL-Signal Manager	Signal and ITS Manager Perpetual Software License	$108,583.75
511210	PSL-Sign Manager	Sign Manager Perpetual Software License	$93,476.45
511210	PSL-Portfolio Analyst	Portfolio Analyst Perpetual Software License	$346,523.80
511210	PSL-LRS Gateway	LRS Gateway Perpetual Software License	$35,969.77
511210	PSL-Stormwater Manager	Stormwater Manager Perpetual Software License	$108,583.75
511210	PSL-Named User 1-5	Named User 1-5	$4,765.99

SIN	MFR PART NO	PRODUCT NAME	GSA OFFER PRICE (inclusive of the .75% IFF)
511210	PSL-Named User 6-20	Named User 6-20	$4,458.94
511210	PSL-Named User 21-50	Named User 21-50	$3,924.94
511210	PSL-Named User 51-100	Named User 51-100	$3,404.28
511210	PSL-Named User 101-200	Named User 101-200	$2,616.62
511210	PSL-Named User 201-400	Named User 201-400	$2,082.62
511210	PSL-Named User 401-1000	Named User 401-1000	$1,548.61
511210	PSL-Named User Over 1000	Named User Over 1000	$1,014.61
Annual Software Support for Perpetual Licenses			
511210	PSM-Foundation	Foundation - Annual Support	$19,101.01
511210	PSM-Bridge Analyst	Bridge Analyst - Annual Support	$31,103.27
511210	PSM-Bridge Inspector	Bridge Inspector - Annual Support	$18,328.72
511210	PSM-Facilities Manager	Facilities Manager - Annual Support	$21,290.93
511210	PSM-Fleet Manager	Fleet Manager - Annual Support	$21,290.93
511210	PSM-Maintenance Manager	Maintenance Manager - Annual Support	$34,039.04
511210	PSM-Pavement Analyst	Pavement Analyst - Annual Support	$27,910.96
511210	PSM-Right-of-Way Manager	Right-Of-Way Manager - Annual Support	$18,328.72
511210	PSM-Safety Analyst	Safety Analyst - Annual Support	$32,028.97
511210	PSM-Signal Manager	Signal and ITS Manager - Annual Support	$21,290.93
511210	PSM-Sign Manager	Sign Manager - Annual Support	$18,328.72
511210	PSM-Portfolio Analyst	Portfolio Analyst - Annual Support	$37,661.41
511210	PSM-LRS Gateway	LRS Gateway - Annual Support	$7,052.90
511210	PSM-Stormwater Manager	Stormwater Manager - Annual Support	$21,290.93
511210	PSM-Named User 1-5	Named User 1-5 - Annual Support	$934.51
511210	PSM-Named User 6-20	Named User 6-20 - Annual Support	$899.80
511210	PSM-Named User 21-50	Named User 21-50 - Annual Support	$793.00
511210	PSM-Named User 51-100	Named User 51-100 - Annual Support	$686.20
511210	PSM-Named User 101-200	Named User 101-200 - Annual Support	$528.66
511210	PSM-Named User 201-400	Named User 201-400 - Annual Support	$416.52
511210	PSM-Named User 401-1000	Named User 401-1000 - Annual Support	$317.73
511210	PSM-Named User Over 1000	Named User Over 1000 - Annual Support	$202.92
Software As a Service Subscriptions			

SIN	MFR PART NO	PRODUCT NAME	GSA OFFER PRICE (inclusive of the .75% IFF)
54151ECOM	SaaS-On-Premise Base User	SaaS-On-Premise Base User	$226.70
54151ECOM	SaaS-Hosted Base User	SaaS-Hosted Base User	$226.70
54151ECOM	SaaS-Level 1 Base	Annual Base User Subscription for Level 1 SaaS	$317.38
54151ECOM	SaaS-Level 2 Base	Annual Base User Subscription for Level 2 SaaS	$634.76
54151ECOM	SaaS-Level 3 Base	Annual Base User Subscription for Level 3 SaaS	$906.80
54151ECOM	Foundation (Annual Subscription)	Foundation (Annual Subscription)	$2,226.11
54151ECOM	SaaS-Structures Analyst	Bridge Analyst (Annual Subscription)	$ 4,206.55
54151ECOM	SaaS-Structure Inspector	Bridge Inspector (Annual Subscription)	$702.77
54151ECOM	SaaS-Facilities Manager	Facilities Manager (Annual Subscription)	$702.77
54151ECOM	SaaS-Fleet Manager	Fleet Manager (Annual Subscription)	$702.77
54151ECOM	SaaS-Maintenance Manager	Maintenance Manager (Annual Subscription	$702.77
54151ECOM	SaaS-Pavement Analyst	Pavement Analyst (Annual Subscription)	$2,455.78
54151ECOM	SaaS-Portfolio Analyst	Portfolio Analyst (Annual Subscription)	$4,685.14
54151ECOM	SaaS-Right-of-Way Manager	Right-of-Way Manager (Annual Subscription)	$702.77
54151ECOM	SaaS-Safety Analyst	Safety Analyst (Annual Subscription)	$ 4,206.55
54151ECOM	SaaS-Sign Manager	Sign Manager (Annual Subscription)	$702.77
54151ECOM	SaaS-Signal Manager	Signal and ITS Manager (Annual Subscription)	$702.77
54151ECOM	SaaS-LRS Gateway	LRS Gateway Site-wide (Annual Subscription)	$19,748.11
132 52	Hosting Services	Hosting Services	$39,496.22
54151ECOM	SaaS-Summit	Summit (Annual Subscription)	$544.08
Ancillary			
ANCILLARY	Onsite-Consult-3	On-site Resident Consultant 3	$405,793.45