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

SIN 511210 – PERPETUAL SOFTWARE LICENSE
SIN 54151 – MAINTENANCE OF SOFTWARE AS A SERVICE
SIN 54151S - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

HBM nCode Federal LLC dba nCode
100 Research Blvd – Suite 216
Starkville, MS 39759
(662) 251-2722

Contract Number: GS-35F-XXXX

Period Covered by Contract: 1 April 2020 through 31 March 2021

General Services Administration, Federal Supply Service,

Pricelist current, effective 23 October 2019

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 Services’ Home Page via the Internet at http://www.fss.gsa.gov/
INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS ............. 4

1. DELIVERY SCHEDULE......................................................................................................................... 5
   (a) TIME OF DELIVERY:..................................................................................................................... 5
   (b) URGENT REQUIREMENTS:......................................................................................................... 5

2. DISCOUNTS:......................................................................................................................................... 5
   (a) Prompt Payment: No additional discount..................................................................................... 5
   (b) Quantity: No additional discount.................................................................................................. 5
   (c) Dollar Volume: 5.0% for SIN 511210, 54151, 5 and 4151S............................................................ 5
   (d) Government Educational Institutions: No additional discount customers............................ 5
   (e) Other None.................................................................................................................................... 5

3. SMALL REQUIREMENTS:.................................................................................................................... 6
   (a) The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:........... 6
   (b) The Maximum Order Value for the following Special Item Numbers (SINs) is $100,000........... 6
   (c) The Maximum Order Value for the following Special Item Numbers (SINs) is $500,000:........... 6

4. FEDERAL IT/TELECOMMUNICATION STANDARDS & REQUIREMENTS:................................. 6
   (a) Security Clearances:..................................................................................................................... 6
   (b) Travel:......................................................................................................................................... 7
   (c) Certifications, Licenses and Accreditations:.............................................................................. 7
   (d) Insurance:.................................................................................................................................. 7
   (e) Personnel:.................................................................................................................................. 7
   (f) Organizational Conflicts of Interest:............................................................................................ 7
   (g) Documentation/Standards:........................................................................................................... 7
   (h) Data/Deliverable Requirements:................................................................................................. 7
   (i) Government-Furnished Property:............................................................................................... 7
   (j) Availability of Funds:................................................................................................................... 7

5. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES...................................................... 7

   TERMS & CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY SOFTWARE LICENSES (SIN 511210) & MAINTENANCE (SIN 54151) OF INFORMATION TECHNOLOGY SOFTWARE .................................................. 11

1. INSPECTION/ACCEPTANCE (511210)............................................................................................... 11
2. GUARANTEE/WARRANTY (511210).................................................................................................. 11
   (a) Standard Warranty....................................................................................................................... 11
   (b) Disclaimer................................................................................................................................. 11
   (c) Limitation of Liability............................................................................................................... 12

3. TECHNICAL SERVICES (54151)...................................................................................................... 12

4. SOFTWARE MAINTENANCE (54151).............................................................................................. 12
   (a) Prior Payment:........................................................................................................................... 12
   (b) Support:.................................................................................................................................... 12
   (c) Upgrades:.................................................................................................................................. 12
   (d) Hotline Support......................................................................................................................... 12
   (e) Exclusions:............................................................................................................................... 13
   (f) Invoices:.................................................................................................................................... 13

5. PERIODS OF MAINTENANCE (54151)............................................................................................. 13
   (a) Discontinuance.......................................................................................................................... 13
   (b) Annual Funding........................................................................................................................ 13
   (c) Cross-Year Funding Within Contract Period.......................................................................... 13
   (d) Ordering Activities:............................................................................................................... 13

6. UTILIZATION LIMITATIONS (511210/54151).................................................................................. 13
   (a) Ownership:............................................................................................................................... 14
   (b) License Application:............................................................................................................... 14
   (c) Third Party Usage:.................................................................................................................... 14
   (d) Usage:...................................................................................................................................... 14
   (e) Commercial Computer Software.......................................................................................... 14

7. SOFTWARE CONVERSIONS (511210).......................................................................................... 14

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY (511210).................................................. 15

9. RIGHT-TO-COPY PRICING (511210).............................................................................................. 15

   TERMS & CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (SIN 54151S)................................................. 19

1. SCOPE.................................................................................................................................................. 19
   (a) Exclusivity:............................................................................................................................... 19
   (b) Location:................................................................................................................................... 19

2. PERFORMANCE INCENTIVES............................................................................................................ 19
   (a) Conditions:............................................................................................................................... 19
   (b) Maximum Incentive:............................................................................................................... 19
Table 3: IT Professional Services Labor Category Descriptions/Minimum Experience/Minimum Education ................................. 26

Table 1: Software Products Prices List (511210)) .................................................................................................................. 16

Table 1: Software Products Prices List (511210)) .................................................................................................................. 16

Table 2: Software Maintenance Products Price List (54151) .................................................................................................. 18

Table 3: IT Professional Services Labor Category Descriptions/Minimum Experience/Minimum Education ................................. 26

Table 4: Information Technology Professional Services Price List ............................................................................................ 26

List of Tables

Table 1: Software Products Prices List (511210)) .................................................................................................................. 16

Table 2: Software Maintenance Products Price List (54151) .................................................................................................. 18

Table 3: IT Professional Services Labor Category Descriptions/Minimum Experience/Minimum Education ................................. 26

Table 4: Information Technology Professional Services Price List ............................................................................................ 26
INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

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

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

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

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

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.

[ X ] The Geographic Scope of Contract will be domestic delivery only.

CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractor’s Ordering Address:
HBM nCode Federal LLC
100 Research Blvd, Suite 216
Starkville, MS 39759
(662) 251-3722

Contractor’s Payment Address:
Attn: Kim Tollison
HBM nCode Federal, LLC
P.O. Box 25352 Network Place
Chicago IL 60673-1253
United States

EFT or ACH Payments To:
JP Morgan Chase
1 Chase Plaza
Chicago, IL 60606
ABA # 071000013
Account # 921257655

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
The following telephone number(s) can be used by ordering activities for ordering assistance: (662)251-3722

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.

STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 16: Data Universal Numbering System Number: 963999532
Block 30: Type of Contractor: C. Large Business
CAGE Code: 64UW2
Contractor registered with SAM.gov: Yes.

1. 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:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>As negotiated between the contractor and the ordering agency</td>
</tr>
<tr>
<td>54151</td>
<td>As negotiated between the contractor and the ordering agency</td>
</tr>
<tr>
<td>54151S</td>
<td>As negotiated between the contractor and the ordering agency</td>
</tr>
</tbody>
</table>

(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.

2. DISCOUNTS:

(a) Prompt Payment: No additional discount
(b) Quantity: No additional discount
(c) Dollar Volume: 5.0% for SIN 511210, 54151, 5 and 4151S
(d) Government Educational Institutions: No additional discount customers.
(e) Other: None

TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products or designated country end products as defined in the Trade Agreements Act of March 2009, as amended.
STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:
Not Applicable

3. SMALL REQUIREMENTS:
The minimum dollar value of orders to be issued is $1000.

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 511210 Information Technology Software Licenses
(b) The Maximum Order Value for the following Special Item Numbers (SINs) is $100,000
   • Special Item Number 54151 Information Technology Software Maintenence
(c) The Maximum Order Value for the following Special Item Numbers (SINs) is $500,000:
   • Special Item Number 54151S Information Technology Professional Services

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.

4. FEDERAL IT/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 HBM nCode Federal LLC, 100 Research Blvd - Suite 216, Starkville, MS 39759.

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

U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)
(a) Security Clearances:
The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing
such security clearances should be factored into the price offered under the Multiple Award Schedule.

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

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

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

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

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

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

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

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

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

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

5. 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.)

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 web browser. The Internet address is http://www.fss.gsa.gov/.

PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract 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.

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.
OVERSEAS ACTIVITIES

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

None

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

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).

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.

INSTALLATION, DE-INSTALLATION, RE-INSTALLATION

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.

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 www.imri.com

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

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.

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.

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.

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 & CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY SOFTWARE LICENSES (SIN 511210) & MAINTENANCE (SIN 54151) OF INFORMATION TECHNOLOGY SOFTWARE

TERMS AND CONDITIONS

DEFINITIONS:

“Delivery Order” means Customer’s written delivery order for Licensed Products and/or Services. Delivery Orders are subject to the terms of this contract.

“Error” means any failure by the Licensed Products to conform substantially to the Documentation provided that Customer informs HBM nCode Federal of such failure in writing and HBM nCode Federal can reasonably replicate it.

“License” means the non-exclusive, non-transferable, non-assignable right to use the Licensed Products subject to the terms and conditions of this contract.

“Licensed Product(s)” means the computer software products specified in the Ordering Activity’s Delivery Order, for use on then supported hardware platforms/operating systems, including Documentation and any updates. Error corrections and/or New Releases provided to Customer by HBM nCode Federal.

Scale factors for licensing arrangements consist of the following:

“LAN”: Local Area Network
Country Network: Literally one country, defined by national borders
Regional Network: Americas OR Europe OR Asia Pacific
Global Network: More than one region

1. INSPECTION/ACCEPTANCE (511210)

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

2. GUARANTEE/WARRANTY (511210)

(a) Standard 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.

(1) HBM nCode Federal warrants that it is authorized to grant the License(s).

(2) HBM nCode Federal’s and its licensors’ entire liability and Customer’s exclusive remedy for any breach by HBM nCode Federal of the warranty shall be, at HBM nCode Federal’s sole discretion, either to replace the Licensed Product(s) or to use diligent efforts to repair Errors provided notice of the Error is received by HBM nCode Federal within 14 days of receipt of the goods by the Customer and Customer supplies such additional information regarding the Error as HBM nCode Federal may reasonably request. If such notice is not received by HBM nCode Federal within the said period of 14 days, the goods shall be deemed to have been accepted by the Customer.

(b) Disclaimer

Except as specifically stated herein, HBM nCode Federal disclaims all warranties, whether express or implied, written or oral, including any warranty of merchantability or fitness for a particular purpose.
(c) Limitation of Liability.
Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items. The Customer shall indemnify the Company against all claims made against the Company by any third party in respect thereof.

3. TECHNICAL SERVICES (54151)
The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is 1-866-GO-NCODE (1-866-466-2633) available from 8:00 a.m. to 5:00 pm Eastern Standard time. (Monday – Friday)

4. SOFTWARE MAINTENANCE (54151)
Software Maintenance shall include the following:

(a) Prior Payment:
Subject to prior payment in advance by the Customer of the Support Fees shown on the quotation and supporting purchase order or the Annually Renewable License Fee (as the case may be) the Company shall provide the following services on the following terms:

(b) Support:
Support for the Software and associated documentation and any updates the Customer is entitled to receive. HBM nCode Federal will provide any new version of the Software and one copy of each documentation update which may occur during a Contract Year. Additional copies of documentation updates will be charged for. All updates to the Software shall be installed by the Customer. By agreement, installation of updates to the Software may be carried out by HBM nCode Federal subject to a discretionary charge.

(c) Upgrades:
Upgrades will be provided to the current installed software product and platform on average once per calendar year. Upgrades are available to the installed product group only, identified on the license file, Licensed User Agreement schedule and the quotation and supporting purchase order.

(d) Hotline Support
A Telephone (Hotline) Support Service to solve problems encountered by the Customer during the normal operation of the Software. This service will be provided to the Customer during normal working hours excluding Public and Bank Holidays and the Christmas to New Year period as appropriate to the office location. Any queries from the Customer under the Telephone Support Service shall be addressed to the following telephone number in the United States: Southfield, Michigan 1-866-GO-NCODE (1-866-466-2633) or such other number as may be notified from time to time.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Acknowledgement And Assignment</th>
<th>Issue Identification and Classification Begins</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>&lt; 2 hours</td>
<td>&lt; 8 hours</td>
<td>Bug Fix without further delay</td>
</tr>
<tr>
<td>Serious</td>
<td>&lt; 2 hours</td>
<td>&lt; 8 hours</td>
<td>In Service Release</td>
</tr>
<tr>
<td>Medium</td>
<td>&lt; 2 hours</td>
<td>&lt; 8 hours</td>
<td>Next General Release</td>
</tr>
<tr>
<td>Low</td>
<td>&lt; 2 hours</td>
<td>&lt; 8 hours</td>
<td>Next General Release if possible</td>
</tr>
</tbody>
</table>

Goals for Support Service call response:
**Critical** - the problem must be corrected and made available for release without further delay

**High** - the problem must be resolved and included in the next release, including general in-service releases.

**Medium** - the problem must be resolved for the next release, but an in-service release is not required.
Low - the problem must be noted and will be resolved, resource permitting, but may not be resolved in the next release.

Closed - after careful investigation, it is found that the problem is not an error and that the software is working correctly. The justification for this must be noted.

(e) Exclusions:
Software maintenance service excludes the following:

1. System analysis, programming, installation and training on additional computer software;
2. Data file creation, data input, computer processing or any similar activities;
3. Training of additional or new operators after the initial installation of any software module;
4. Cost of the modem at the Customer's site and transmission charges for calls made to nCode;
5. Any attempts made at modification to the Software or to the setup of the Operating System by the Customer or a third party.
6. Any other software accessories attachments machines systems or other devices.

(f) Invoices:
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).

5. PERIODS OF MAINTENANCE (54151)
The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

(a) Discontinuance
Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

(b) Annual Funding.
When annually appropriated funds are cited on an order for maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

(c) 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.

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

6. UTILIZATION LIMITATIONS (511210/54151)
Software acquisition is limited to commercial computer software defined in FAR Part 2.101
When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
(a) Ownership:
Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(b) License Application:
Software licenses are by site and by ordering activity. Site usage is defined by whether the purchase was for a LAN, Country, Regional or Global Network. 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.

(c) Third Party Usage:
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.

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

(e) Commercial Computer Software
"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 (511210)
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 (5411210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.
8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY (511210)

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 (511210)

Not available.

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<tr>
<th>VENDOR</th>
<th>MANUFACTURER</th>
<th>MFR PART #</th>
<th>PRODUCT</th>
<th>PRODUCT DESCRIPTION</th>
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Table 1: Software Products Prices List (511210)
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</tbody>
</table>

Table 2: Software Maintenance Products Price List (54151)
TERMS & CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (SIN 54151S)

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

2. PERFORMANCE INCENTIVES
   (a) Conditions:
   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) Maximum Incentive:
   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) Basis:
   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) Order Types:
   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) Task Orders:
   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.

ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (GFCI-920) (MAR 2003)
FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).
When ordering services over $100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in
the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor’s price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(c) Ordering Activities:

When ordering services, ordering activities shall —

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A Statement of Work (a performance based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor’s experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors’ locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 54151S ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 54151S. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency’s needs are available, if the order is estimated to exceed the micropurchase threshold.
(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity’s needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors’ costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:
After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(d) Blanket Purchase Agreements (BPAs)
The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

(1) Inform contractors in the request (based on the ordering activity’s requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(i) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(ii) When the ordering activity’s requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(iii) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such
4. PERFORMANCE OF SERVICE

(a) Date:
The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

(b) Working Hours:
The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

(c) Satisfactory Completion:
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 work-man-like manner.

(d) Travel:
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) Cancelation/Termination:
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) Equitable Adjustment:
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) Termination for Convenience:
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) Termination by Default:
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
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.

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

11. INVOICES
The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.
12. **PAYMENTS**
For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

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

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

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

16. **DESCRIPTION OF IT SERVICES AND PRICING**
The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151S. IT 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.

Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.
## IT Professional Services Labor Category Descriptions/Minimum Experience/Minimum Education:

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<th>Commercial Job Title</th>
<th>Senior Program Manager</th>
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</thead>
<tbody>
<tr>
<td><strong>Minimum/General Experience:</strong></td>
<td>Twenty (20) or more years of experience in related field including five years of supervisory or management experience.</td>
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<tr>
<td><strong>Functional Responsibility:</strong></td>
<td>Provides leadership and overall technical direction; formulates and enforces work standards; solves complex technical, administrative, and management problems. Authorized interface with Government management personnel. Provides verbal and written skills required at all management levels to maintain complete program control.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>Bachelor’s degree (Master’s preferred) in Software Engineering, Computer Science, Information Technologies, Mechanical Engineering,</td>
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<thead>
<tr>
<th>Commercial Job Title</th>
<th>Senior Software Engineer</th>
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<td><strong>Minimum/General Experience:</strong></td>
<td>Twelve (12) or more years of related experience.</td>
</tr>
<tr>
<td><strong>Functional Responsibility:</strong></td>
<td>Perform software engineering planning, performance management, capacity planning, testing and validation, benchmarking, and project engineering. Manage software programs and processes utilizing groups of engineers.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>Bachelor’s degree (Master’s preferred) in Software Engineering, Computer Science, Information Technologies, Mechanical Engineering, Electrical Engineering, Electronic Engineering, Physics, Mathematics or equivalent experience.</td>
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<tr>
<th>Commercial Job Title</th>
<th>Software Engineer III</th>
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<tr>
<td><strong>Minimum/General Experience:</strong></td>
<td>Seven (7) or more years of directly related experience (5) years with a Master’s degree.</td>
</tr>
<tr>
<td><strong>Functional Responsibility:</strong></td>
<td>Perform software engineering planning, development, testing validation, and benchmarking. Analyze and develop technical documentation and training. Manage a development team as part of a larger project.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>Bachelor’s degree (Master’s preferred) in Software Engineering, Computer Science, Information Technologies, Mechanical Engineering, Electrical Engineering, Electronic Engineering, Physics, Mathematics or equivalent experience.</td>
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<tr>
<th>Commercial Job Title</th>
<th>Software Engineer II</th>
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<tr>
<td><strong>Minimum/General Experience:</strong></td>
<td>Five (5) or more years of directly related experience (2) years with a Master’s degree.</td>
</tr>
<tr>
<td><strong>Functional Responsibility:</strong></td>
<td>Perform software engineering planning, development, testing validation, and benchmarking. Analyze and develop technical documentation and training.</td>
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</table>
Minimum Education: Bachelor's degree in Software Engineering, Computer Science, Information Technologies, Mechanical Engineering, Electrical Engineering, Electronic Engineering, Physics, Mathematics or equivalent experience.

Commercial Job Title: Software Engineer I

Minimum/General Experience: Three (3) or more years of directly related experience.

Functional Responsibility: Perform software engineering planning, development, testing validation, and benchmarking.

Minimum Education: Bachelor's degree in related discipline.

<table>
<thead>
<tr>
<th>Information Technology Professional Services Price List</th>
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<tbody>
<tr>
<td>GSA Labor Categories</td>
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<tr>
<td>07-01-22 to 06-30-23 (w/ IFF)</td>
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<td>07-01-25 to 06-30-26 (w/ IFF)</td>
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Table 3: IT Professional Services Labor Category Descriptions/Minimum Experience/Minimum Education

Table 4: Information Technology Professional Services Price List