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

MULTIPLE AWARD SCHEDULE (MAS)

FSC Group: MAS
PSC Class: 7030, J070, D304

Contract Number: GS-35F-0009R

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

Contract Period: October 4, 2004 – October 3, 2024

Digital Sandbox, Inc.
8251 Greensboro Drive, Suite 1000
McLean, VA 22102
www.haytax.com
Phone 571-297-3800
Fax 703-442-4720

Business Size/Status: Other Than Small Business

Pricelist current through Modification #PS-0035 Effective 5/26/2020

Contract Administration:
Andrew Hoddick
Telephone: (571) 297-3479
Email: ahoddick@haytax.com
TABLE OF CONTENTS

CUSTOMER INFORMATION..........................................................................................................................1
CONTRACT OVERVIEW ......................................................................................................................................3
CONTRACT ADMINISTRATOR ..........................................................................................................................3
BRIEF COMPANY OVERVIEW .........................................................................................................................3
CONTRACT USE .......................................................................................................................................................3
SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS ....................................................................................................3
BLANKET PURCHASE AGREEMENT ..................................................................................................................4
TERMS AND CONDITIONS APPLICABLE TO SIN 511210 SOFTWARE LICENSES, & SIN 54151 SOFTWARE MAINTENANCE SERVICES .........................................................................................................................5
GSA SOFTWARE PRICES .......................................................................................................................................12
CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers (SINs):
   Please refer to page #3 and GSA eLibrary (www.gsaelibrary.gsa.gov) for detailed SIN descriptions
   
   SIN 511210 / 511210-STLOC  Software Licenses
   SIN 54151 / 54151-STLOC  Software Maintenance Services
   SIN 54151ECOM / 54151ECOM-STLOC  Electronic Commerce and Subscription Services
   SIN OLM / OLMSTLOC  Order Level Materials

1b. Lowest Priced Model Number and Lowest Price: Please refer to our rates on page #8

1c. Labor Category Descriptions: Not Applicable

2. Maximum Order: $500,000.00

3. Minimum Order: $100.00


5. Point (s) of Production: Same as Company Address

6. Discount from List Price: Government net prices (discounts already deducted)

7. Quantity Discounts: None.

8. Prompt Payment Terms: 0%, Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government Purchase Card is accepted at or below the micro – purchase threshold.

9b. Government Purchase Card is accepted above the micro – purchase threshold.

10. Foreign Items: None

11a. Time of Delivery: To Be Negotiated with Ordering Agency

11b. Expedited Delivery: To Be Negotiated with Ordering Agency

11c. Overnight and 2-Day Delivery: To Be Negotiated with Ordering Agency

11d. Urgent Requirement: To Be Negotiated with Ordering Agency

12. F.O.B. Point(s): Destination

13a. Ordering Address:
   Digital Sandbox, Inc.
   8251 Greensboro Drive, Suite 1000
   McLean, VA  22102
   Phone:  571-297-3800
   Fax:  703-442-4720

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), are found in Federal Acquisition Regulation (FAR) 8.405-3.
8251 Greensboro Drive, Suite 1000
McLean, VA 22102

15. Warranty Provision: Contractor’s standard commercial warranty

16. Export Packing Charges: Not Applicable

17. Terms & Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase level):
Contact the Contractor

18. Terms and conditions of rental, maintenance, and repair: 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: 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. Preventative 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 information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov: Contact the Contractor for more information.

25. Data Universal Number System (DUNS) Number: 071178235

26. Digital Sandbox, Inc. is registered in the System for Award Management (SAM).
**CONTRACT OVERVIEW**

GSA awarded Digital Sandbox, Inc. (DSI) a GSA Federal Supply Schedule contract for the Multiple Award Schedule (MAS), Contract No. GS-35F-0009R. The current contract period is October 4, 2004 – October 3, 2024. The contract allows for the placement of Firm Fixed Price or Time and Materials task orders using the products defined in the contract.

**CONTRACT ADMINISTRATOR**

Andrew Hoddick  
Vice President  
8251 Greensboro Drive  
Suite 1111  
McLean, VA 22102  
Telephone: 571-297-3479  
Fax: 703-442-4720  
Email: ahoddick@haystax.com

**BRIEF COMPANY OVERVIEW**

Digital Sandbox provides analytic tools and information products to government agencies enabling them to optimize their strategic, policy and budgetary decisions for risk-based resource allocation. Since 1998, Digital Sandbox’s analytic risk management solutions have helped customers in the public safety, corporate, and homeland security fields lower their risk exposure, increase the impact of their risk management budgets, and maximize the effectiveness of their resources.

**CONTRACT USE**

This contract is available for use by all Federal Government agencies, as a source for Software Licenses, Software Maintenance Services and Electronic Commerce and Subscription Services. Executive agencies, other Federal agencies, mixed – ownership Government corporations, and the District of Columbia; government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply may use this contract.

**SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS**

The Special Item Numbers (SINs) available under this contract provide software licenses, maintenance and electronic commerce and subscription services across the full life cycle of a project. When task orders are placed, they must identify the SIN under which the task is being executed. DSI has been awarded a contract by GSA to provide services under the following SINs Software Licenses, Software Maintenance Services and Electronic Commerce and Subscription Services:

- SIN 511210 / 511210-STLOC Software Licenses
- SIN 54151 / 54151-STLOC Software Maintenance Services
- SIN 54151ECOM / 54151ECOM-STLOC Electronic Commerce and Subscription Services
- SIN OLM / OLMSTLOC Order Level Materials

Please refer to [GSA eLibrary](https://www.gsallelibrary.gov) for complete Special Item Number (SIN) descriptions.
Ordering activities may establish BPAs under any schedule contract to fill repetitive needs for supplies or services. 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 BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many BPAs to establish, consider:

- The scope and complexity of the requirement(s);
- The need to periodically compare multiple technical approaches or prices;
- The administrative costs of BPAs; and
- The technical qualifications of the schedule contractor(s).

Establishment of a single BPA, or multiple BPAs, shall be made using the same procedures outlined in 8.405-3. BPAs shall address the frequency of ordering, invoicing, discounts, requirements (e.g. estimated quantities, work to be performed), delivery locations, and time.

When establishing multiple BPAs, the ordering activity shall specify the procedures for placing orders under the BPAs.

Establishment of a multi-agency BPA against a Federal Supply Schedule contract is permitted if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.

Ordering from BPAs:

**Single BPA.** If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.

**Multiple BPAs.** If the ordering activity establishes multiple BPAs, before placing an order exceeding the micro-purchase threshold, the ordering activity shall:

- Forward the requirement, or statement of work and the evaluation criteria, to an appropriate number of BPA holders, as established in the BPA ordering procedures; and
- Evaluate the responses received, make a best value determination (see 8.404(d)), and place the order with the BPA holder that represents the best value.

**BPAs for hourly rate services.** If the BPA is for hourly rate services, the ordering activity shall develop a statement of work for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the statement of work.

**Duration of BPAs.** BPAs generally should not exceed five years in length, but may do so to meet program requirements. Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA’s period of performance.

**Review of BPAs:**

The ordering activity that established the BPA shall review it at least once a year to determine whether:

- The schedule contract, upon which the BPA was established, is still in effect;
- The BPA still represents the best value (see 8.404(d)); and
- Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

The ordering activity shall document the results of its review.
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. GUARANTEE/WARRANTY

a. 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.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 571-297-3800 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 to 5:00 Eastern time.

4. SOFTWARE MAINTENANCE

a. 1. Software Maintenance as a Product

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.

2. Software Maintenance as a Service

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.
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.

5. PERIODS OF TERM LICENSES (511210) AND MAINTENANCE (54151)

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not Applicable

7. TERM LICENSE CESSATION

Not Applicable

8. UTILIZATION LIMITATIONS - (511210)

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.

9. 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 software license (511210), 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, 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.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

Digital Sandbox schedule pricelist includes a complete description of each software product and a list of equipment on which the software can be used. Also, included, a brief, introductory explanation of the modules and documentation offered.

11. RIGHT-TO-COPY PRICING

Digital Sandbox does not offer right to copy.
1. Scope.
   a. The prices, terms and conditions stated under SIN 54151ECOM Electronic Commerce and Subscription Services apply exclusively to Services within the scope of this MAS Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. Performance Incentives.
   a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
   b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
   d. The above procedures do not apply to Time and Material or labor hour orders.

3. Ordering Procedures for Services (Requiring a statement of work).
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).

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 office 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.

(a) When ordering services, ordering offices 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 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 office 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)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office 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). This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 54151ECOM. 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 micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency’s needs. Ordering offices 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)

(b) 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 office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency’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 office 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 office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above 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)

(c) The ordering office 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.

(d) When the ordering office’s requirement involves both products as well as executive, administrative and/or professional, services, the ordering office 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)

The ordering office, 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 documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of
Schedule contractors’ quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404.

4. 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 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.

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

6. Inspection of Services.
   The Inspection of Services–Fixed Price (AUG 1996) 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) 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 Rights in Data – General, may apply.

   Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT Services and Electronic Commerce (EC Services).

   All ITC 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 Government.

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 Government contract, without some restriction on 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 Government, ordering offices 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 services. Progress payments may be authorized by the ordering office 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.


For firm-fixed price orders the Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 apply to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. Resumes.

Not applicable.


Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency 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.

Services.

A description of each type of SIN 54151ECOM shall be presented in the same manner as Digital Sandbox sells to its commercial and other ordering activity customers.
<table>
<thead>
<tr>
<th>PRODUCT NAME</th>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>GSA PRICE</th>
<th>SIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise Server</td>
<td>E-CMT/SU</td>
<td>Site Profiler Enterprise Server, Small UASI ELA</td>
<td>$140,546</td>
<td>511210</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(&lt;2M population)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enterprise Server</td>
<td>E-CMT/MU</td>
<td>Site Profiler Enterprise Server, Medium UASI ELA</td>
<td>$210,819</td>
<td>511210</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2-8M population)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enterprise Server</td>
<td>E-CMT/LU</td>
<td>Site Profiler Enterprise Server, Large UASI ELA</td>
<td>$327,941</td>
<td>511210</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(&gt;8M population)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enterprise Server</td>
<td>E-CAM/SU</td>
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