



**GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST  
General Purpose Commercial Information  
Technology Equipment, Software and Services**

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

**SPECIAL ITEM NUMBER 132-52 – ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**  
FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified – Except “Voice”  
and Pager Services

**CONTRACT NUMBER: GS-35F-0081Y**

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at [www.gsa.gov](http://www.gsa.gov)

**THE GORDIAN GROUP, INC.  
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**Period Covered by Contract: November 23, 2011 through November 22, 2021 –  
(Option Year 1)**

**General Services Administration  
Federal Acquisition Service**

## CUSTOMER INFORMATION:

### **1a. Table of Awarded Special Item Numbers (SINs):**

#### **SINs 132 - 52, 132-52STLOC, and 132-52RC - Electronic Commerce and Subscription Services**

### **1b. Awarded Electronic Commerce and Subscription Services is:**

The Gordian Group, Inc. provides eGordian, a web-based information management application, developed as a SaaS solution for the Job Order Contracting (JOC) and Indefinite Quantity Contracting (IQC) procurement industry.

eGordian streamlines the procurement process by connecting the buyer community with competitively procured construction services providers. Pricing for the construction work procured by customers is determined within eGordian based on a combination of localized construction task pricing contained within the Construction Task Catalog<sup>®</sup>, and competitively procured overhead and profit factors submitted by construction services providers. Each task in the Construction Task Catalog is uniquely identified and has a corresponding technical specification describing the quality of material and workmanship.

eGordian provides buyers with a full service, dynamic, online procurement tool to order and manage construction work. The buyer is able to enter, review, transmit, and receive scopes of work, meetings, estimates, price proposals, subcontractor lists, work progress and more.

eGordian provides a complete audit trail and transparency for ordering the services described above. Every order, change, subcontractor, and detail is tracked in the system for later retrieval and reporting. Metrics are provided on all aspects of ordering such as time to order, time for completion, delays, performance of the construction provider, average costs, and more.

eGordian allows buyers to rapidly solicit and manage product and service deliverables online as described above while meeting all requirements of the FARs and other procurement codes and requirements. It delivers significant procurement time savings, cost savings, is paperless, increases efficiency, drives competition, provides quality improvements and transparency.

## **eGORDIAN SCOPE OF SERVICES**

The Gordian Group shall perform the following duties and responsibilities for the Customer:

1. Gordian will provide experienced staff that will assist with configuring, implementing and supporting eGordian for the Customer. This staff will report directly to the Customer and will be available to assist the Customer with any eGordian related issues that arise.
2. Gordian will be responsible for providing for the term of the contract an unlimited user license, in accordance with the JOC System License provided herein, for the Customer and the JOC construction contractors (Suppliers) to access Gordian's web hosted eGordian System, Construction Task Catalog®, construction cost data, and Technical Specifications. eGordian® will be capable of generating the necessary JOC documents including, request for cost proposals, contractor cost proposals, job orders, management reports and other forms and documents.
3. Gordian will be responsible for performing the activities necessary for establishing the Customer's eGordian configuration. Responsibilities include setting initial user and group security, creating custom forms and reports, and preparing execution procedures and processes necessary to place orders.
4. Gordian will provide overview training and other informational seminars to both internal Customer staff and Suppliers on the eGordian system.
5. Gordian will be responsible for developing and conducting a comprehensive eGordian training program for Customers and Suppliers. The training program will include different course modules that will provide specialized training to each element of Customer and Supplier staff.
6. Gordian will be responsible for providing hands on training for the initial Job Orders issued through the eGordian system. Gordian staff will attend and monitor all aspects of the ordering process during the ninety (90) day period after the Customer awards the initial set of Supplier contracts.

7. After the initial ninety (90) day period, Gordian will be responsible for providing comprehensive technical support to the Customer for the term of the contract. Technical support services include, but is not limited to, monitoring the overall program and preparing status reports requested by the Customer, providing unlimited toll-free eGordian® software support, updating the Construction Task Catalog®, Technical Specifications and other documents for each new Supplier solicitation, providing procurement assistance for new solicitations, providing eGordian training for new Customer and Supplier staff, and preparing customized eGordian forms and reports as requested by the Customer.

To enable Gordian to perform services in a timely and efficient manner, the Customer shall agree to perform the following duties and responsibilities:

1. Customer shall designate, in writing, a representative who shall render or obtain decisions pertaining to eGordian configuration and other matters in a timely manner.
2. Customer shall provide full information regarding requirements for the JOC program, including but not limited to, facilities lists, current Customer procedures, programs, technical specifications and bidding information.
3. Customer shall review all documentation submitted by Gordian and respond to Gordian's requests for information in a timely manner.
4. Customer shall provide work space and access to the Internet, copiers, printers, facsimile machines, and local telephone service for use by Gordian's on-site eGordian implementation staff.
5. Customer shall be responsible for reproduction of all printed copies of the Construction Task Catalog®, Technical Specifications and other contract documents that will be distributed to Customer staff and the construction contractors.

Part No.	Description	GSA Price
eGordian001	eGordian configuration and access; includes use of the system to issue up to \$6,000,000 of cumulative Job Orders.	\$ 284,130.98
eGordian002	Volume discount – eGordian access and support after \$6,000,000 of cumulative Job Orders have been issued through the system; list price is per \$1,000 ordered and applies to each individual Job Order with a value between \$0 and \$500,000	\$ 19.65
eGordian003	Volume discount – eGordian access and support after \$6,000,000 of cumulative Job Orders have been issued through the system; list price is per \$1,000 ordered and applies to each individual Job Order with a value in excess of \$500,000 up to and including \$750,000.	\$ 18.64
eGordian004	Volume discount – eGordian access and support after \$6,000,000 of cumulative Job Orders have been issued through the system; list price is per \$1,000 ordered and applies to each individual Job Order with a value in excess of \$750,000 up to and including \$1,000,000.	\$ 17.63
eGordian005	Volume discount – eGordian access and support after \$6,000,000 of cumulative Job Orders have been issued through the system; list price is per \$1,000 ordered through the system and applies to each individual Job Order with a value in excess of \$1,000,000.	\$ 15.11

2. **Maximum Order:** \$500,000 per SIN
3. **Minimum Order:** \$ 500
4. **Geographic Coverage:** 48 contiguous states, Alaska, Hawaii, Washington D.C., Puerto Rico, U.S. Territories, and to a port or consolidation point within the aforementioned locations for orders that are received from overseas activities.
5. **Point of Production:** Not Applicable
6. **Discount from List Prices:** eGordian001 = 6.00%
7. **Quantity Discounts:** None Offered
- 7a. **Volume Discounts:**  
eGordian002 = 2.50%

eGordian003 = 7.50%  
eGordian004 = 12.50%  
eGordian005 = 25.00%

- 8. Prompt Payment Discount:** None Offered
- 9. Government Purchase Cards** will be accepted for payment less than, equal to and above the micro purchase threshold however no additional discounts will apply.
  - 9a. Government Educational Institutions:** All Government Educational Institutions will be offered the same discounts/concessions as all other Government customers utilizing this contract.
- 10. Foreign Items:** None Offered
- 11a. Time of Delivery:**

Normal Delivery - 120 days

Expedited Delivery: Not Offered
- 11b. Overnight and 2-Day Delivery:** Not offered under this contract.
- 11c. Urgent Requirements:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 12. FOB Point:** Destination
- 13. Ordering Address:** The Gordian Group, Inc.  
30 Patewood Drive, Suite 350  
Greenville, SC 29615
- 14. Payment Address:** The Gordian Group, Inc.  
P.O. Box 751959  
Charlotte, NC 28275-1959

- 15. Warranty/Guarantee Provision:** All services will be performed in a satisfactory workmanlike manner as delineated under the terms and conditions applicable to SINS 132-52, 132-52STLOC and 132-52RC (Electronic Commerce and Subscription Services) within this pricelist.
- 16. Export Packing Charges:** Not Applicable
- 17. List of Participating Dealers:** Not Applicable
- 18. Environmental Attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):** None Offered
- 19. Section 508 Compliance:** Not Applicable
- 20. 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.
- 21. Data Universal Numbering System (DUNS) Number:** 868729716
  - 21a. Taxpayer Identification Number (TIN):** 581900371
  - 21b. Business Size:** Large Business Concern
  - 21c. CAGE Code:** OZKV8
  - 21d. System for Award Management (SAM) :** The Gordian Group, Inc. is currently registered within the System for Award Management (SAM) database.
- 22. Trade Agreements Act of 1979, as Amended:** All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**23. 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.

**24. Federal Information Technology Telecommunications 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.

**25. Federal Information Processing Standards Publications (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**26. Federal Telecommunication Standards (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards



are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**27. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2003):**

- (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. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (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.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**28. 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 52.212-4)

**29. GSA Advantage!:** GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is

<http://www.gsaadvantage.gov>

**30. Purchase of Open Market Items: Note:** Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

**31. 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.

**32. 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

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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.

**33. 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).

**34. 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.

**35. Installation, Deinstallation, Reinstallation:** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

**36. 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.

**37. 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.

**38. 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>.

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

**TERMS AND CONDITIONS APPLICABLE TO  
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES  
(SPECIAL ITEM NUMBERS (SINs) 132-52, 132-52STLOC, and 132-52RC)**

## **1. SCOPE**

The prices, terms and conditions stated under SINs 132-52, 132-52STLOC and 132-52RC - Electronic Commerce and Subscription Services apply exclusively within the scope of this Information Technology Schedule.

## **2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE**

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

## **3. INFORMATION ASSURANCE**

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

## **4. DELIVERY SCHEDULE.**

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for



Ordering Activities Applicable to All Special Item Numbers, paragraph 6. Delivery Schedule.

## **5. INTEROPERABILITY.**

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

## **6. ORDER**

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

## **7. PERFORMANCE OF ELECTRONIC SERVICES**

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

#### **9. RIGHTS IN DATA**

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

#### **10. ACCEPTANCE TESTING**

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

#### **11. WARRANTY**

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Workmanlike manner.

The warranty shall commence upon the later of the following:

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

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

## **12. MANAGEMENT AND OPERATIONS PRICING**

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

## **13. TRAINING**

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

None.

## **14. MONTHLY REPORTS**

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

## **15. ELECTRONIC COMMERCE SERVICE PLAN**

(a) Describe the electronic service plan and eligibility requirements.

None.

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

Refer to pricelist.

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

Refer to pricelist.

## **JOC SYSTEM LICENSE**

The Gordian Group, Inc. (“Gordian”) hereby grants to the Ordering Activity, and the Ordering Activity hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferable right, privilege and license to Gordian’s Job Order Contracting System and other related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of operating the Ordering Activity’s Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, Gordian's eGordian® applications and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book), training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and the Ordering Activity shall return to Gordian all Proprietary Information in the Ordering Activity’s possession.

The Ordering Activity acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Ordering Activity further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Ordering Activity, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide all data generated by the Ordering Activity in a form accessible by a standard database program, such as Microsoft® Access®.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by the Ordering Activity, provided the contractor agrees to pay any applicable license fees, and the Ordering Activity includes licensing language in the JOC contract similar in form to this JOC System License.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or

similar purchasing document issued by the Ordering Activity, the terms of the negotiated Purchase Order(s) shall take precedence.