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 54151ECOM – 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
PRICELIST VERSION: PO-0030 dated August 12, 2021

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

THE GORDIAN GROUP, INC.
30 PATEWOOD DRIVE, SUITE 350
GREENVILLE, SC 29615
Phone: 800-874-2291 Fax: 864-233-9100
Website: www.thegordiangroup.com

Period Covered by Contract: November 23, 2011 through November 22, 2026 – (Option Year 2)

General Services Administration
Federal Acquisition Service
CUSTOMER INFORMATION:

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

SIN 54151ECOM - 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®, 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.
<table>
<thead>
<tr>
<th>Part No.</th>
<th>Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>eGordian001</td>
<td>eGordian configuration and access; includes use of the system to issue up to $6,000,000 of cumulative Job Orders.</td>
<td>$284,130.98</td>
</tr>
<tr>
<td>eGordian002</td>
<td>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</td>
<td>$19.65</td>
</tr>
<tr>
<td>eGordian003</td>
<td>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.</td>
<td>$18.64</td>
</tr>
<tr>
<td>eGordian004</td>
<td>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.</td>
<td>$17.63</td>
</tr>
<tr>
<td>eGordian005</td>
<td>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.</td>
<td>$15.11</td>
</tr>
</tbody>
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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:** 1% Net 20 days from receipt of invoice or date of acceptance, whichever is later.

9. **Foreign Items:** None Offered

10a. **Time of Delivery:** Normal Delivery - 120 days

10b. **Expedited Delivery:** Not Offered

10c. **Overnight and 2-Day Delivery:** Not offered under this contract.

10d. **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.

11. **FOB Point:** Destination

12. **Ordering Address:** The Gordian Group, Inc.
    30 Patewood Drive, Suite 350
    Greenville, SC 29615

13. **Payment Address:** The Gordian Group, Inc.
    P.O. Box 751959
    Charlotte, NC 28275-1959

14. **Warranty/Guarantee Provision:** All services will be performed in a satisfactory workmanlike manner as delineated under the terms and conditions applicable to SIN 54151ECOM (ElectronicCommerce and Subscription Services) within this pricelist.
15. **Export Packing Charges:** Not Applicable

16. **Terms and conditions of rental, maintenance and repair:** Not Applicable

17. **Terms and conditions of installation (if applicable):** Not Applicable

18a. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** Not Applicable

18b. **Terms and conditions for any other services (if applicable):** Not applicable

19. **List of service and distribution points (if applicable):** None

20. **List of participating dealers (if applicable):** Not applicable

21. **Preventative Maintenance (if applicable):** Not applicable

22a. **Special Attributes such as environmental attributes (e.g., recycles content, energy efficiency, and/or reduced pollutants):** Not Applicable

22b. **Section 508 compliance for EIT:** The EIT standards can be found at: [www.section508.gov/](http://www.section508.gov/)

22. **Unique Entity Identifier (UEI) Number:** DUNS 868729716   UEI R8JXSHBYMJS2

23. **Notification regarding registration in System for Award Management (SAM) database.** Contractor has an Active Registration in the SAM database.
TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES
(SPECIAL ITEM NUMBERS (SIN) 54151ECOM)

1. SCOPE
   The prices, terms and conditions stated under SIN 54151ECOM - 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 54151ECOM 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 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.