

General Services Administration



AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

70 - General Purpose Commercial Information Technology Equipment,
Software and Services

XSB, Inc.

**21 Bennetts Road
Suite 100
Setauket, New York 11733
631-371-8100**

www.xsb.com



Contract Number: GS-35F-0318X

Contract Period: April 4, 2016 through April 3, 2021

Business Size: Small Business

Pricelist current through Modification PS-0017, dated June 29, 2016



SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services

FPDS Code D308 Programming Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

XSB Company Overview

XSB, Inc. is a small business concern registered in the DoD Central Contractor Registry (CCR) under CAGE code 1FSL3. We have been in business since 1998 and have completed more than 100 projects focused on acquiring, classifying, extracting, standardizing and analyzing part data on items of interest to the US Government.

The company's core capability is providing robust, scalable, software for managing complex supply chains for component parts. Large enterprises frequently have independent systems for design, procurement, supply chain management, regulatory conformance and other product related activities. XSB tools provide the data standardization necessary to make these systems and the data that resides within them, interoperable.

The XSB solution captures, maintains and leverages a single, trusted, accurate, current and complete view of components found throughout the organization, its customers and its Web of suppliers by generating a semantically consistent Master Data File. XSB defines Master Data as a consistent and standardized set of identifiers and extended attributes that describe the core entities of an enterprise (customers, products, specifications, suppliers). This data is difficult to manage for enterprises that have grown through mergers and acquisitions as acquired companies usually employ different IT systems. This frequently results in post-acquisition enterprise data being fragmented into incomplete, inconsistent, inaccurate and out of date, location specific data silos. Complicating matters, the 'correct' data often resides outside of the organization at a supplier or customer web site where other data inconsistencies may exist.

XSB enables enterprises to automatically analyze product data, efficiently search and select parts and determine interchangeability and regulatory conformance. The result is a significant improvement in product design, pricing, inventory and obsolescence management. The XSB system scales to ontologies with tens of thousands of nodes and operates on part libraries of nearly one hundred million component parts.



Customer Information:

1a. Awarded special item number(s):

Special Item Number	Description
132 51	Information Technology Professional Services
132 32	Term Software License

1b. Lowest priced Item:

Special Item Number	Lowest Priced Item
132 51	Junior Programmer at \$87.51 per hour
132 32	Additional Block of 10 Daily Price Reports - \$52,500

1c. Labor Category Descriptions: **Please see Page 7 for more information**

2. Maximum order: **\$500,000**

3. Minimum order: **\$100**

4. Geographic coverage (delivery area): **Domestic delivery only**

5. Point(s) of production: **Setauket, New York, USA**

6. Labor category prices on page are net. **Please see Page 6 for more information**

7. Quantity discounts: **SIN 132 32 = N/A; SIN 132 51 = See Table Below**

SIN 132 51	
Dollar Volume	Additional Discount
\$200,000 - \$299,000	1%
\$300,000 - \$399,000	1.5%
\$400,000 - \$499,000	2%

8. Prompt payment terms: **Net 30**

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: **XSB, Inc. will accept Government purchase cards at or below the micro-purchase threshold**



9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: **XSB, Inc. and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold**

10. Foreign items (list items by country of origin): **N/A**

11a. Time of delivery: **Negotiated at the order level**

11b. Expedited Delivery: **Negotiated at the order level**

11c. Overnight and 2-day delivery: **Negotiated at the order level**

11d. Urgent Requirements: **Negotiated at the order level**

12. F.O.B. point(s): **FOB Destination**

13a. Ordering address:

**XSB, Inc.
21 Bennetts Road
Suite 100
Setauket, New York 11733
631-371-8102**

13b. Ordering procedures: **For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3**

14. Payment address:

**XSB, Inc.
21 Bennetts Road, Suite 100
Setauket, New York 11733**

15. Warranty provision: **N/A**

16. Export packing charges, if applicable: **N/A**

17. Terms and conditions of Government purchase card acceptance: **XSB will accept the credit card for payments equal to or less than the micro-purchase for oral or**



written orders under this contract. For orders with a dollar amount above the micro-purchase threshold, XSB and the ordering agency may agree to use the credit card.

18. Terms and conditions of rental, maintenance, and repair (if applicable): **N/A**
19. Terms and conditions of installation (if applicable): **N/A**
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): **N/A**
- 20a. Terms and conditions for any other services (if applicable): **N/A**
21. List of service and distribution points (if applicable): **N/A**
22. List of participating dealers (if applicable): **N/A**
23. Preventive maintenance (if applicable): **N/A**
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): **N/A**
- 24b. Section 508 compliance: **If applicable, Section 508 compliance information on the supplies and services provided for under this contract are available at www.xsb.com**
25. Data Universal Number System (DUNS) number: **031505071**
CAGE Code: **1FSL3**
26. Notification regarding registration in Central Contractor Registration (CCR) database: **XSB, Inc.'s SAM (System for Award Management) registration is active**

Special Item Number 132 32 – Term License



Product	License Details	GSA Price
Price Point Annual License	License: Unlimited Number of User Accounts 25 Price Reports Requests/Day Across the User Base Monthly Web Based User Training Sessions User Support via Email or Phone - Support Shall be Available Monday - Friday; 9AM - 6PM Eastern Time	\$150,000.00
Price Point Lite Annual License	License: 1 - 5 Named User Accounts 10 Price Reports Requests/Day Across the User Base Three (3) Web Based User Training Sessions User Support via Email or Phone: Support Shall be Available Monday - Friday; 9AM - 6PM EST	\$60,000.00
Additional Price Reports	Additional Block of 10 Daily Reports	\$52,500.00
Additional Price Reports	Additional Block of 25 Daily Reports	\$105,000.00
Price Point Plus - API and SFTP Annual License	Annual license for the unlimited use of Price Point® through an Application Programming Interface (API) which allows machine-to-machine catalog upload/job processing and unlimited use of Price Point® via Secure File Transfer Protocol (SFTP) for catalog upload/job processing. This license includes enhanced product data standardized and enrichment using XSB's Master Data File technology as well as price analysis/reporting.	\$300,000.00
Price Point Unlimited Access Annual License	Annual license to Price Point® with access through an unlimited number of user accounts. Ability to upload and process an unlimited number of catalogs/jobs per day for price analysis. Includes monthly web based user training sessions and support via email or phone; support shall be available Monday - Friday; 9AM - 6PM Eastern.	\$350,000.00

*Prices include the 0.75% IFF.

Special Item Number 132 51 – Information Technology (IT) Professional Services



Labor Category	Rate per Hour
Junior Programmer	\$87.51
Programmer/Software Engineer	\$165.00
Knowledge Engineer	\$165.00
Sr. Programmer/Sr. Software Engineer	\$208.00
Program Manager	\$227.51
Senior Knowledge Engineer	\$255.00
Chief Technical Officer (CTO)	\$245.00
Software Engineering Manager	\$238.00

*Rates include the 0.75% IFF. Rates are per hour.

XSB, Inc. Labor Category Descriptions:

Junior Programmer/Junior Software Engineer

Education/Experience: Some college course work completed in Computer Science, Engineering, or Applied Math. Less than 1 year of work experience is required.

Description and Job Functions: Performs a variety of programming assignments requiring knowledge of established programming and data processing procedures. Maintains and modifies programs, designs, codes, tests and maintains software applications and programs. Loads and processes data, trains knowledge bases, assists in supporting and maintaining databases and web user interfaces. Other duties as assigned. Works under the supervision of Senior Programmers, the Software Engineering Manager or CTO.

Programmer/Software Engineer

Education/Experience: Bachelors Degree, typically in Computer Science, Engineering, or Applied Math or equivalent experience. Minimum 1 year of work experience.

Description and Job Functions: Performs a variety of programming assignments requiring knowledge of established programming procedures and data processing requirements. Designs, codes, tests and maintains appropriate software applications and programs utilizing the appropriate hardware, database, and programming technology. Analyzes performance of programs and takes action to correct deficiencies. Supports the maintenance and operating efficiency of a major system, such as database management systems or web user interface. Writes and maintains



programming documentation. Other duties as assigned. Works under the supervision of Senior Programmers, the Software Engineering Manager or CTO.

Knowledge Engineer

Education/Experience: Bachelors Degree or equivalent experience. Minimum 2 years of work experience.

Description and Job Functions: Collects and defines project data requirements, assists in developing application architecture to meet the information requirements of a project, establishes and maintains performance measures relating to data management and standards, manages content, ensures quality and promotes knowledge sharing, collects product specifications and related data, creates and maintains knowledge bases, analyzes data and prepares analyses and reports. Other duties as assigned. Works under the supervision of the Software Engineering Manager, Senior Knowledge Engineer and/or CTO.

Senior Programmer/Senior Software Engineer

Education/Experience: Masters Degree, typically in Computer Science, Engineering, or Applied Math or equivalent experience. Minimum of 5 years of work experience.

Description and Job Functions: Performs a variety of programming assignments requiring knowledge of established programming procedures and data processing requirements. Designs, codes, tests and maintains appropriate software applications and programs utilizing the appropriate hardware, database, and programming technology. Analyzes performance of programs and takes action to correct deficiencies. Prime accountability for the maintenance and operating efficiency of a major system such as database management systems or web user interfaces. Writes and maintains programming documentation. Other duties as assigned. Works under the supervision of the Software Engineering Manager and/or CTO.

Program Manager

Education/Experience: Bachelors Degree or equivalent experience. Minimum of 5 years of work experience.

Description and Job Functions: Identifies the needs of the customer; develops statement of work with customer, develops and leads the development of a stable activity model for the customer, defines performance measures and metrics, manages project scope and budget, negotiates application functionality and features with the customer and development team. Relies on experience and judgment to plan and accomplish goals.



Senior Knowledge Engineer

Education/Experience: Ph.D., typically in Computer Science, Engineering, or Applied Math or equivalent experience. Minimum of 15 years of work experience.

Description and Job Functions: Identifies the needs of the customer; develops and leads the development of a stable activity model for the customer; defines performance measures and metrics. Collects and defines project data requirements, Prime accountability for the development of application architecture to meet the information requirements of a project, establishes and maintains performance measures relating to data management and standards, manages content, ensures data quality and promotes knowledge sharing, collects product specifications and related data, creates and maintains knowledge bases, analyzes data and prepares analyses and reports. Other duties as assigned. Reports to the CTO.

Chief Technical Officer (CTO)

Education/Experience: Masters Degree, typically in Computer Science, Engineering or Applied Math or equivalent experience. Minimum of 5 years of work experience.

Description and Job Functions: Responsible for maintaining the overall technology vision of the company as well as the product vision and roadmap for each project. Identifies the needs of the customer and ensures that products are built to the specifications of the customer. Manages and oversees staff of software engineers to architect, design, test & implement software applications and/or systems. Develops & Implements disciplined development strategies, processes, and tools for staff and employs effective project management techniques to oversee development schedules, quality processes, and to control and manage development/project budgets. Provides Program Management services as well technology architecture design and implementation functions. Relies on experience and judgment to plan and accomplish goals. Reports to the President/CEO.

Software Engineering Manager

Education/Experience: Masters Degree, typically in Computer Science, Engineering, or Applied Math or equivalent experience. Minimum of 4 years of Work Experience.

Description and Job Functions: Manages a team of software engineers to architect, design, test & implement software applications and/or systems. Develops product requirements documents, implements and tracks development timelines & budgets, allocates resources to accomplish goals, negotiates application functionality and features with the customer and development team. Relies on experience and judgment to plan and accomplish goals. Reports to the CTO.



TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

3. GUARANTEE/WARRANTY

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (631-371-8100) for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9am eastern to 6pm eastern.



5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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

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

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

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.

6. PERIODS OF TERM LICENSES (SIN 132-32)

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

b. Term licenses 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, the period of the term licenses 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 orders citing the new appropriation shall be required, if the term licenses 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 is to be terminated at that time.



Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

This section is not applicable as XSB does not offer any perpetual license options. The offered software is only offered as a term license.

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to N/A% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

This section is not applicable as XSB does not offer any perpetual license options. The offered software is only offered as a term license.

- a. After a software product has been on a continuous term license for a period of N/A * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.



9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of



the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

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

Not offered by XSB.



**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND IDENTITY
ACCESS MANAGEMENT PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 132-60F)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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



4. PERFORMANCE OF SERVICES

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

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.



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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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



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

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

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or



(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

XSB, Inc. Labor Category Descriptions:

Junior Programmer/Junior Software Engineer

Education/Experience: Some college course work completed in Computer Science, Engineering, or Applied Math. Less than 1 year of work experience is required.

Description and Job Functions: Performs a variety of programming assignments requiring knowledge of established programming and data processing procedures. Maintains and modifies programs, designs, codes, tests and maintains software applications and programs. Loads and processes data, trains knowledge bases, assists in supporting and maintaining databases and web user interfaces. Other duties as assigned. Works under the supervision of Senior Programmers, the Software Engineering Manager or CTO.



Programmer/Software Engineer

Education/Experience: Bachelors Degree, typically in Computer Science, Engineering, or Applied Math or equivalent experience. Minimum 1 year of work experience.

Description and Job Functions: Performs a variety of programming assignments requiring knowledge of established programming procedures and data processing requirements. Designs, codes, tests and maintains appropriate software applications and programs utilizing the appropriate hardware, database, and programming technology. Analyzes performance of programs and takes action to correct deficiencies. Supports the maintenance and operating efficiency of a major system, such as database management systems or web user interface. Writes and maintains programming documentation. Other duties as assigned. Works under the supervision of Senior Programmers, the Software Engineering Manager or CTO.

Knowledge Engineer

Education/Experience: Bachelors Degree or equivalent experience. Minimum 2 years of work experience.

Description and Job Functions: Collects and defines project data requirements, assists in developing application architecture to meet the information requirements of a project, establishes and maintains performance measures relating to data management and standards, manages content, ensures quality and promotes knowledge sharing, collects product specifications and related data, creates and maintains knowledge bases, analyzes data and prepares analyses and reports. Other duties as assigned. Works under the supervision of the Software Engineering Manager, Senior Knowledge Engineer and/or CTO.

Senior Programmer/Senior Software Engineer

Education/Experience: Masters Degree, typically in Computer Science, Engineering, or Applied Math or equivalent experience. Minimum of 5 years of work experience.

Description and Job Functions: Performs a variety of programming assignments requiring knowledge of established programming procedures and data processing requirements. Designs, codes, tests and maintains appropriate software applications and programs utilizing the appropriate hardware, database, and programming technology. Analyzes performance of programs and takes action to correct deficiencies. Prime accountability for the maintenance and operating efficiency of a major system such as database management systems or web user interfaces. Writes and maintains programming documentation. Other duties as assigned. Works under the supervision of the Software Engineering Manager and/or CTO.



Program Manager

Education/Experience: Bachelors Degree or equivalent experience. Minimum of 5 years of work experience.

Description and Job Functions: Identifies the needs of the customer; develops statement of work with customer, develops and leads the development of a stable activity model for the customer, defines performance measures and metrics, manages project scope and budget, negotiates application functionality and features with the customer and development team. Relies on experience and judgment to plan and accomplish goals.

Senior Knowledge Engineer

Education/Experience: Ph.D., typically in Computer Science, Engineering, or Applied Math or equivalent experience. Minimum of 15 years of work experience.

Description and Job Functions: Identifies the needs of the customer; develops and leads the development of a stable activity model for the customer; defines performance measures and metrics. Collects and defines project data requirements, Prime accountability for the development of application architecture to meet the information requirements of a project, establishes and maintains performance measures relating to data management and standards, manages content, ensures data quality and promotes knowledge sharing, collects product specifications and related data, creates and maintains knowledge bases, analyzes data and prepares analyses and reports. Other duties as assigned. Reports to the CTO.

Chief Technical Officer (CTO)

Education/Experience: Masters Degree, typically in Computer Science, Engineering or Applied Math or equivalent experience. Minimum of 5 years of work experience.

Description and Job Functions: Responsible for maintaining the overall technology vision of the company as well as the product vision and roadmap for each project. Identifies the needs of the customer and ensures that products are built to the specifications of the customer. Manages and oversees staff of software engineers to architect, design, test & implement software applications and/or systems. Develops & Implements disciplined development strategies, processes, and tools for staff and employs effective project management techniques to oversee development schedules, quality processes, and to control and manage development/project budgets. Provides Program Management services as well technology architecture design and implementation functions. Relies on experience and judgment to plan and accomplish goals. Reports to the President/CEO.



Software Engineering Manager

Education/Experience: Masters Degree, typically in Computer Science, Engineering, or Applied Math or equivalent experience. Minimum of 4 years of Work Experience.

Description and Job Functions: Manages a team of software engineers to architect, design, test & implement software applications and/or systems. Develops product requirements documents, implements and tracks development timelines & budgets, allocates resources to accomplish goals, negotiates application functionality and features with the customer and development team. Relies on experience and judgment to plan and accomplish goals. Reports to the CTO.

Labor Category	Rate per Hour
Junior Programmer	\$87.51
Programmer/Software Engineer	\$165.00
Knowledge Engineer	\$165.00
Sr. Programmer/Sr. Software Engineer	\$208.00
Program Manager	\$227.51
Senior Knowledge Engineer	\$255.00
Chief Technical Officer (CTO)	\$245.00
Software Engineering Manager	\$238.00