

General Services Administration Federal Supply Service

Authorized Federal Supply Service Information Technology Schedule Pricelist

General Purpose Commercial Information Technology Equipment, Software and Services

Manugistics, Inc.
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Rockville, MD 20850-3915
Telephone: (301) 255-5000
<http://www.manu.com>

IT Software and Professional Services:

- * SIN 132-33, Perpetual Software Licenses
 - SIN 132-34, Maintenance of Software
 - SIN 132-50, Training Courses
- * SIN 132-51, IT Professional Services (FPDS Codes: D302, D308, and D399)
- * SIN 132-52, Electronic Commerce Services

CONTRACT NUMBER: GS-35F-0388K
Period Covered by Contract:

* Option Period I: 05/03/05 – 05/02/10
05/03/10 – 05/02/15
05/03/15 – 05/02/20

Date of Pricelist: Per Modifications:
PCO: PO0027, Dated: 02/13/06
ACO: FX-09



Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.gsa.gov/>.

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INTRODUCTION TO MANUGISTICS

Manugistics Group, Inc. (Nasdaq: MANU) is a leading global provider of supply chain management and pricing optimization (PRO) solutions. For more than 20 years, Manugistics has been driving supply chain innovation and pioneering the technology that supports intelligent decisions and promotes web-based collaboration. Today, more than 1,200 clients trust Manugistics not only to reduce costs, but also to increase operational efficiency and increase customer service levels. The company provides comprehensive solutions for supply chain management, service and parts management, pricing and revenue optimization, and supplier relationship management.

Today's leading innovators rely on Manugistics to help transform their operations. With more than 1,000 people and more than 25 offices worldwide, we have the knowledge and resources to deliver smart solutions for your enterprise.

◆ Targeted Solutions

Manugistics offers targeted solutions that address your agency's needs. We work with each client to determine supply chain effectiveness, identify the business processes and technology that offer the greatest potential benefit, and map the most direct route to reducing costs and significantly improving responsiveness to customers.

◆ Consulting Services and Hosting

Our highly experienced industry consultants provide the strategic planning, project management, tailored training and education, implementation assistance, and technology expertise you need to be successful. Their unique Solution Delivery Process focuses on implementing a flexible infrastructure that evolves in order to transform your ongoing challenges into significant opportunities and produce results in short time frames.

To speed delivery and the rate at which you can realize the benefits of our technology, we also offer a complete application hosting service that provides agencies with a pre-built infrastructure, which allows the sharing of information, real-time visibility, and seamless linkage with your suppliers.

◆ Rapid Results

Manugistics solutions are designed to help you quickly realize measurable results: Manugistics clients may slash lead times by as much as 70 percent, accelerate order fulfillment time by up to 65 percent, reduce inventory carrying costs by as much as 35 percent, decrease transportation costs by up to 25 percent, and increase forecast accuracy by as much as 30 percent.

A March 2003 study by Nucleus Research entitled "The Real ROI from Manugistics" found that 80 percent of the Manugistics clients surveyed have achieved a positive return on investment (ROI) within 16 months of beginning implementation. As a result of using Manugistics software, these clients achieved benefits in five primary areas: increased revenue, increased productivity, operational cost savings, reduced inventory, and reduced order-to-fulfillment cycle time. The report also found that a majority of the Manugistics implementations were completed on time and on budget, with a number of clients reporting that the "skill sets of Manugistics' staff were a key factor in their decision to implement Manugistics' solutions over and above other vendors' solutions."

Manugistics solutions for the Government sector include business planning, operations and execution; enterprise sourcing; logistics management; service and parts management/maintenance, repair, and overhaul; and emergency preparedness and planning.

Business Planning, Operations and Execution

From strategic business intelligence solutions to operational management execution systems, we help enable customers to meet and optimize sophisticated planning and operations requirements.

Capabilities include:

- Forecasting and demand management
- Planning, visibility, and supply network optimization
- Constraints-based planning, including labor, material, and skill sets
- Supplier and customer collaboration

Enterprise Sourcing

Manugistics Supplier Relationship Management (SRM) solutions help take supply-side planning and execution to new levels of excellence by providing control over the activities required to identify, source, and procure goods and services to meet your requirements and goals and, ultimately, to meet the needs of your customers. By pulling together all of the critical tasks – including sourcing, planning, buying, monitoring, and measuring results – SRM solutions provide you with the ability to accurately evaluate and efficiently execute the sourcing and procurement process. With the ability to determine optimal sources, collaborate with each supplier, and carefully monitor the procurement and

rationalization of components, Manugistics solutions help provide comprehensive management of your supplier relationships.

Capabilities include:

- Strategic sourcing
- Requisition and quotation management
- Collaborative supply monitoring and management
- Inbound logistics
- Contract compliance
- Supplier rationalization
- Global parts management, including preferred/alternate/equivalent parts
- Spend analysis

Logistics Management

Manugistics logistics and transportation solutions are closed-loop and designed to enable the strategic, operational, and tactical business processes that support the global movement of goods and services.

Capabilities include:

- Enterprise-wide transportation planning
- Web-based execution
- Freight pay and audit
- Global pipeline visibility
- Global trade management
- Transportation performance analysis
- Event management and analysis

Service and Parts Management/Maintenance, Repair, and Overhaul (MRO)

Manugistics Service and Parts Management (SPM) solutions provide repair and overhaul facilities with the information, planning and optimization tools, and production controls they need to speed asset turn-around, reduce costs, and improve on-time delivery status.

Capabilities include:

- Fast ATP, CTP, and customer-order pricing
- Powerful repair and replacement factor resource planning
- Advanced tear-down and disassembly dispositioning
- Comprehensive repair-oriented inventory control
- Advanced contract-oriented cost management
- Purchased component management
- Extensive asset and configuration audit trail

Emergency Preparedness Planning

Manugistics solutions can help you plan the entire supply and response network from suppliers through responders, formulate an emergency response strategy, and assess performance.

Capabilities include:

- Disaster and response scenario planning
- Hazardous materials logistics management

To meet homeland defense requirements, Manugistics can help you ensure accelerated crisis response, improved readiness, and reduced operating expenses, helping to:

- Improve supply and response chain visibility and collaboration
- Optimize response through dynamic adaptation to evolving situations
- Reduce and manage supply and response costs, material shortages, and poor material positioning

Manugistics Solutions are used by Today's FORTUNE® 500, Aerospace & Defense Companies, and Government Agencies

Today's transformation and operational challenges demand that government and industry work together to achieve the innovation necessary to revolutionize both the military and government. Government agencies can now benefit from the best-of-breed and commercial off-the-shelf software (COTS) solutions that are being used so successfully by the commercial sector.

Manugistics has worked side by side with industry-leading companies for more than two decades. With more than 1,200 clients, Manugistics solutions are used by many members of the FORTUNE 500, as well as aerospace and defense companies and government agencies. Selected clients are listed below:

◆ **FORTUNE 500**

- 6 of FORTUNE 10
- 11 of FORTUNE 20
- 6 of the top 10 manufacturers
- 5 of the top 5 aerospace and defense companies
- 7 of the top 10 automotive companies
- 3 of the top 5 chemical companies
- 9 of the top 10 consumer packaged goods companies
- 7 of the top 10 food and agriculture companies
- 7 of the top 10 high technology companies
- 4 of the top 5 pharmaceutical companies
- 4 of the top 5 retailers

◆ **Aerospace & Defense Clients**

- BAE SYSTEMS
- Boeing
- GKN Aerospace
- Honeywell
- Lockheed Martin
- Northrop Grumman
- Raytheon
- Sikorsky
- Smiths Aerospace
-

◆ **Government Clients**

- Department of Defense – Defense Logistics Agency (DLA)
- Department of Energy
- Tennessee Valley Authority
- U.S. Air Force
- U.S. Marine Corps
- U.S. Navy

INFORMATION FOR ORDERING ACTIVITIES

Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.4 requires agencies to consider the catalog/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page (www.fss.gsa.gov) contains information on a broad array of products and services offered by small business concerns.

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

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

USA Commitment to Promote Small Business Participation Procurement Programs Preamble

Manugistics, Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

Commitment

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact, Human Resources, Manugistics, Inc., Phone: (301) 255-5000.

1. Geographic Scope of Contract

The geographic scope of this contract is the 48 contiguous states and the District of Columbia. Services provided outside of the continental United States shall be provided on an as-needed basis and shall include any additional expenses required such as travel and living expenses.

2. Manugistics Ordering Address and Payment Information

ORDERING INFORMATION:

- a. For mailed orders, facsimile transmission and or EDI orders the point of contact is:

MANUGISTICS, Inc.
Attention: Contracts Department
9715 Key West Avenue
Rockville, MD 20850-3915

Telephone: (301) 255-5000
Facsimile Number: (301) 984-5144

- b. Below are the telephone numbers that can be used by ordering agencies to obtain technical and/or ordering assistance.

Contracts Department
Telephone: (301) 255-5000

Sales Department – Government Group
Telephone: (301) 255-5000

PAYMENT INFORMATION:

- a. All payments shall be submitted to the following remittance address:

Bank of America
Baltimore, MD 21203
Account Name: Manugistics, Inc.
Account #: 60-190-0937-0
ABA Routing #: 052001633

Manugistics, Inc. is required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or

written delivery orders. Manugistics, Inc. will also accept government purchase cards for payment above the micro-purchase threshold. Processing fees for the purchase card are subject to inclusion in the ordering price. In addition, bank account information for wire transfer payments will be shown on the invoice.

3. Liability for Injury or Damage

The contractor shall not be liable for any injury to Government personnel or damage to Government 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.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Contractor Establishment Code/Data Universal Numbering Systems (DUNS): 06-927-8166
Block 30: Type of Contractor: C. Large Business
Block 31: Women-Owned Small Business: No
Block 36: Contractor's Taxpayer Identification Number (TIN):
52-089-1791

4a. Cage Code

6U433 – Rockville, MD 20852

4b. Central Contractor Registration

Manugistics, Inc. has registered with the Central Contractor Registration Database.

5. FOB Destination

Within the continental U.S and the District of Columbia; destination (via ground delivery).

Outside the U.S. and Expedited and Urgent Requirements: Shipping method will be as agreed between the ordering agency and Manugistics, Inc. Shipping charges will be separately quoted on an open market basis and will be listed as a separate line item on the GSA Schedule order.

6. Delivery Schedule

- a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<u>SPECIAL ITEM NUMBER</u>	<u>DELIVERY TIME (Days ARO)</u>
SIN 132-33	* 10 – 30 Days ARO

* As negotiated between the Ordering Office and Manugistics, Inc. In no case shall the offered delivery time exceed the contractor's normal commercial practice.

- b. **URGENT REQUIREMENTS**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The contractor shall reply to the inquiry within three workdays after receipt. (Telephonic replies shall be confirmed by the contractor in writing.) If the Contractor offers an accelerated time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts

Prices Shown are NET Prices; Basic Discounts have been deducted. Manugistics reserves the right to offer discounts when the value of an order exceeds the maximum order threshold or when business conditions warrant.

8. Trade Agreement 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.

9. Statement Concerning Availability of Export Packing

Prices quoted in this pricelist include standard commercial packing. Export Packing is available at extra cost. If required, it will be separately

quoted on an open market basis and will be listed as a separate line item on the GSA Schedule order.

10. Small Requirements

The minimum dollar value of orders to be issued is \$100.

11. Maximum Order Threshold

(Note: Orders may exceed the maximum order threshold. Please reference paragraph 12 (c) below.)

- a. The maximum order threshold per order for Special Item 132-33, Perpetual Software Licenses is \$500,000.
- b. The maximum order threshold per order for Special Item 132-50, Training Courses is \$25,000.
- c. The maximum order threshold for Special Item 132-51, Information Technology Services is \$500,000.

Note: Maximum Order thresholds do not apply to Special Item Number 132-34, Maintenance of Software.

12. Use of Federal Supply Service Information Technology Schedule Contracts in Accordance with FAR 8.404:

NOTE: Special Ordering procedures have been established for Special Item Number (SINs) 132-51 IT Professional Services. Please refer to these ordering procedures in the section titled, "Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)."

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the

lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider –

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition, to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall –

- (1) Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and

results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For order exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reduction Clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined paragraph c, above, there may be instances where ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one

manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. Federal Information Technology/Telecommunication Standards Requirements

Federal departments and agencies 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 the Federal Information Processing Standards (FIPS) or Federal Telecommunications Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

13.1 Federal Information Processing Standards Publications (FIPS PUBS)

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the 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 at (703) 487-4650.

13.2 Federal Telecommunication Standards (Fed-STDS)

Telecommunications products under this Schedule that do not conform to Federal Telecommunications Standards (Fed-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunications Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA Federal Supply Service, Specification

Section, 470 East L'Enfant Plaza, Suite 8100, SW Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained in writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, Maryland 20899, telephone number (301) 975-2833.

14. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2001)

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

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

(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.

15. Contract Administration for Ordering Office

Any ordering activity, with respect to any one or more delivery orders placed under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under the provisions of FAR 52.212-4, paragraphs (1) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

The 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 the GSA Advantage! By accessing the Internet World Wide Web utilizing a browser (ex. Netscape). The Internet Address is <http://www.gsa.gov/>.

17. 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.

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 deliver order, only if –

- (1) All applicable 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.

18. 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 as set forth in the written product specifications for the products submitted in response to requirements which result in orders under this schedule contract.

- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. 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:

- a. In place of a delivery date for products, a shipping date will be specified on the order.
- b. The contractor agrees to accept orders for maintenance (On-Site Service) of items offered except that warranty and maintenance service will only be performed within the service area defined as the geographic scope of the contract. Responsibility for transportation of items to and from the specified area and responsibility for loss or damage that occurs during transit is the responsibility of the Government.
- c. 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.

20. Blanket Purchase Agreements (BPAs)

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202 (c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a

period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of the business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature.

Following is a Suggested BPA Format for customers to consider when using this purchasing tool.

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

In the spirit of the Federal Acquisition Streamlining Act (Agency) and Manugistics, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures:

AGENCY

MANUGISTICS, INC.

DATE

DATE

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT
BPA NUMBER: _____

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER/ CLIN	* SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Shipment:

DESTINATION	SHIPPING SCHEDULE/DATES
_____	_____
_____	_____

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
 - (b) Contract Number;
 - (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

21. 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, "Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services under its individual contract.

"BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or –
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

22. 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.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

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

24. 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.

**25. 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.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSE (Special Item Number 132-33) AND MAINTENANCE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE (Special Item Number 132-34)

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 to ensure conformity with the guarantee/warranty set forth below. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity may exercise its post-acceptance rights during the warranty period set forth in these terms and conditions.

2. Guarantee/Warranty

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contractor's commercial pricelist will apply to this contract.

The Contractor's guarantee/warranty is as follows:

Manugistics (Contractor) grants to Licensee (Ordering Activity), subject to the terms and conditions set forth in this contract and/or delivery order, a nonexclusive, perpetual, nontransferable domestic license to use the proprietary software modules ("SOFTWARE") in object code, and then-current user manuals and technical specifications for the SOFTWARE ("DOCUMENTATION"), on the configuration and for use by End-User(s) ("END-USERS") as designated in this contract and/or delivery order, and as may be described in any subsequent modification executed by the parties with reference to this contract and/or delivery order.

The Contractor warrants that it is the owner or licensor of the software and the Contractor warrants that it has the authority to license software as set forth in this pricelist. The Contractor further warrants that the software shall at the time of contract order execution and for a period of ninety (90) days thereafter ("Warranty Period") operate substantially in accordance with the Contractor's DOCUMENTATION.

If, during the Warranty Period, software does not perform as warranted in the above paragraph, the Government shall provide the Contractor with written notice of the problem and information sufficient to permit the Contractor to recreate such problem. The Contractor shall use reasonable commercial efforts to provide, within a reasonable period of time software that conforms to the above warranties or to replace the Government's copy of the software with another copy of the software at the Contractor's sole discretion. This shall be the Government's sole and exclusive remedy. This warranty shall not apply if: (1) the software was not used in accordance

with the Contractor's DOCUMENTATION; (2) the software was altered, modified or converted by the Government and the alteration, modification or conversion caused the problem; (3) the Government's computer(s) malfunctioned and the malfunction caused the problem; (4) the Government has not paid all invoiced amounts due to the Contractor pursuant to payment terms; and (5) any other cause outside the control of the Contractor caused the problem.

THE CONTRACTOR DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY SOFTWARE WILL MEET THE GOVERNMENT'S REQUIREMENTS OR THAT SOFTWARE WILL OPERATE ERROR FREE OR THAT IT WILL OPERATE UNINTERRUPTEDLY OR THAT IT WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE (EXCEPT AS PERMITTED BY THE CONTRACTOR'S DOCUMENTATION) OR THAT ALL PROGRAM DEFECTS ARE CORRECTABLE. THE CONTRACTOR AND ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTY, GUARANTEE OR ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF ANY DATA, REPORTS OR OTHER INFORMATION GENERATED OR DERIVED FROM USE OF THE SOFTWARE WITH RESPECT TO PERFORMANCE, ACCURACY, RELIABILITY, SECURITY, QUALITY, SUITABILITY, USEFULNESS, EFFECTIVENESS, COMPLETENESS, CAPABILITY, CURRENTNESS OR OTHERWISE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT AND SYSTEM INTEGRATION

Restriction on Use. The Government may only use SOFTWARE and DOCUMENTATION, or any portion thereof, in the manner and for the purposes expressly provided in this contract and/or delivery order. Without limiting the generality of the foregoing, the Government shall not, and shall not permit or otherwise allow any third party to: (a) market, sell, lease, rent, sublicense, distribute or otherwise make available to any third party software or DOCUMENTATION, in whole or part, except as expressly allowed under this Contract and/or delivery order; (b) reverse engineer, decompile, disassemble, discern, discover, decrypt, unlock or otherwise access the source code of SOFTWARE in whole or part; (c) combine, embed, run or use SOFTWARE or DOCUMENTATION, in whole or part, with other software, databases, services or documentation, except as expressly permitted in the DOCUMENTATION; (d) grant a security interest in, or otherwise transfer or attempt to transfer any right, title, interest or license in or to SOFTWARE or DOCUMENTATION, or allow any attachment, levy, execution upon or against the SOFTWARE and DOCUMENTATION; (e) remove or alter any legends, restrictions, product identification, copyright, trademark or other notices from SOFTWARE or DOCUMENTATION (including without limitation on all permitted copies thereof made by the Government); (f) provide service bureau facilities or commercial time-sharing services to any third party or supporting operations for any third party through the access and/or use of SOFTWARE or DOCUMENTATION; or (g) copy, modify, alter, improve, translate, prepare derivative works or otherwise reproduce any portion of SOFTWARE or DOCUMENTATION, except that (i) Government may make one (1) back-up copy of SOFTWARE for testing and/or disaster recovery purposes; provided, however, that Government shall ensure that any such back-up copy bears clear notice of MANUGISTICS' and its licensors' copyright ownership and a notice stipulation that SOFTWARE contains information confidential to MANUTISTICS and its licensors; and (ii) Government may print five (5) copies of DOCUMENTATION

provided to Government electronically by Contractor. Government shall notify the Contractor promptly upon learning of any unauthorized use or disclosure of SOFTWARE or DOCUMENTATION.

Title and Reservation of Rights. The Contractor and its suppliers and licensors retain all rights, title and interests to SOFTWARE, DOCUMENTATION (including but not limited to, originals translations, compilations, source code, object code, originals, modifications, derivative works, and partial copies) and trademarks and logos used in connection therewith ("TRADEMARKS"), and nothing in this Contract and/or delivery order shall be interpreted to assign or grant any rights, title or interests in the SOFTWARE, DOCUMENTATION or TRADEMARKS to the Government, except for the licensed rights as expressly provided for in paragraph 6, "Utilization Limitations" of this contract. SOFTWARE and DOCUMENTATION are licensed, and not sold, to the Government.

Third Party Software. The Government acknowledges that the SOFTWARE and DOCUMENTATION may include software and supporting materials owned by third parties (collectively "THIRD PARTY SOFTWARE"), which are licensed to the Contractor, and are subject to the terms of this contract and/or delivery order. The Government shall only access and utilize THIRD PARTY SOFTWARE in whole or part (including without limitation any API's therein) in conjunction with the remaining portion of SOFTWARE and DOCUMENTATION, and not on a stand-alone basis. The Government shall not publish or disclose the results of benchmark or evaluation testing on the SOFTWARE to any third party without the prior written consent of the Contractor. In the event that the Government elects to license the Contractor's NetWORKS ONEview product, the Government's named end-users shall only use NetWORKS ONEview to create reports derived primarily from the Contractors data sources (i.e. Government data processed by the SOFTWARE in conformity with the Contract and/or delivery order).

In no event shall the Contractor, nor any of its suppliers, licensors or agents, be liable for consequential, special, punitive, indirect, or incidental damages of any kind, including but not limited to loss of profit, business or goodwill, lost or damaged data or replacement of goods, arising out of or in connection with this contract and/or delivery order, whether based upon breach of contract or tort (including negligence), even if the Contractor, its suppliers, licensors and agents, are advised of the possibility of such damages. The Contractor and its suppliers', licensors' and agents' aggregate liability for all claims (excluding physical injury or tangible property damage resulting from gross negligence or willful misconduct) that arise out of or in connection with this agreement, whether based upon breach of contract or tort (including negligence), shall not exceed (a) with respect to all obligations other than obligations to perform training and consulting services, the sum of the license fees paid by the Government to the Contractor for the SOFTWARE Modules that are the subject matter of the claim or cause of action, or (b) with respect to obligations to perform training and consulting services, the total fees and costs paid by the Government to the Contractor for the specific services that are the subject matter of the claim or cause of action. The Foregoing Limitations of Liability are independent of any remedy hereunder, and apply regardless of whether any remedy hereunder fails of its essential purpose.

- b. **Limitation of Liability.** Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. Technical Services

In the event that the ordering activity maintains its paid enrollment in the Contractor's Solution Support Plan the Contractor, shall provide a hot line technical support number: (301) 255-5160 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available seven days a week, 24 hours a day.

4. Software Maintenance

a. Software maintenance service shall include the following:

SOLUTION SUPPORT PLAN. Commencing upon execution of delivery/purchase order, and thereafter for one (1) year term ("RENEWAL TERMS") the ordering activity shall automatically be enrolled in the Contractor's Solution Support Plan ("SOLUTION SUPPORT PLAN") which entitles one designated employee of the Government and one (1) back up employee ("DESIGNATED CONTACT") to SUPPORT, MAINTENANCE and ENHANCEMENTS (all described below) for the software. The Government shall notify the Contractor in writing of the name(s) of DESIGNATED CONTACT, and the ordering activity may change such DESIGNATED CONTACT upon written notice to the Contractor.

1. Support. "SUPPORT" shall mean that the Contractor shall provide to DESIGNATED CONTACT reasonable technical telephone consultation relating to the operation of software.
2. Maintenance. "MAINTENANCE" shall mean that the Contractor shall use reasonable commercial efforts to correct defects in software within a reasonable period of time or to replace the Government's copy of the software with another copy of the software in the Contractor's sole discretion.
3. Enhancements. "ENHANCEMENTS" shall mean that the Contractor shall inform the ordering activity when each new release of the software containing system enhancements is made commercially available, and upon written request from the ordering activity shall provide to the ordering activity one (1) copy of each such release of the software and corresponding DOCUMENTATION. ENHANCEMENTS shall not mean that the Contractor must provide any improvements to the software announced by the Contractor as separately priced, optional or extra cost improvements. ENHANCEMENTS shall include all commercially available languages for the SOFTWARE module(s) licensed by the ordering activity. Requests for additional languages shall be made in writing to the Contractor.
4. SOLUTION SUPPORT PLAN Cancellation. Either party may terminate SOLUTION SUPPORT PLAN at the expiration of any RENEWAL TERM by providing thirty (30) days written notice to the other party prior to such expiration.
5. SOLUTION SUPPORT PLAN Reinstatement. In the event that the ordering activity terminates its enrollment in SOLUTION SUPPORT PLAN, the Government may re-enroll in SOLUTION SUPPORT PLAN by accepting the then-current version of the software and paying: (1) the then-current SOLUTION SUPPORT PLAN FEE; and (2) a reinstatement fee equal to the cumulative

annual SOLUTION SUPPORT PLAN fees that would have been invoiced during the period SUPPORT PLAN FEE was terminated.

6. Waiver of MANUGISTICS' Obligations. The Contractor shall have no obligation to provide SUPPORT, MAINTENANCE or ENHANCEMENTS for the SOFTWARE to the Government if: (1) the SOFTWARE was not used in accordance with the DOCUMENTATION; (2) SOFTWARE was altered, modified or converted by the ordering activity malfunctioned and the malfunction caused a defect in the SOFTWARE; or (4) any other cause within the control of the ordering activity caused the defect to the software.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE SHALL BE SHOWN ON THE INVOICE.

5. Period of Maintenance (SIN 132-34)

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

b. Maintenance may be discontinued by the ordering activity on thirty- (30) calendar day's written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

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

6. Utilization Limitations

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 agency. 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 ordering activities 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 agency's database. For ordering activity's 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 agency'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.

The ordering activity licensing the software may use the software only to process its own data. Following execution of the order, the Government may add additional individual users to the Agency's license by paying the then-current user fee. All users shall be specified by name, location, and telephone number as part of each Delivery Order.

- (3) Excepted as provided in paragraph 5.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 obtained without restrictions.
- (4) The ordering activity may not copy or otherwise reproduce the software products or any licensed material, including the product specifications with the exception that 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. The ordering activity shall not reverse assemble, reverse compile, or unlock the software in whole or in part for any reason. All copies of software that are made for purposes of back-up copies, for testing and /or disaster recovery purposes must contain all copyright notices and other proprietary legends on such copies.

- (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 Limitation" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. Software Conversions (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 (SIN 132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. However, in no event shall any refunds be payable to the ordering activity pursuant to this provision.

8. Description 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.

9. Right-to-Copy Pricing

Not Available.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING (Special Item Number 132-50)

1. Scope

- a. The Contractor shall provide training courses normally available to commercial customers. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the Government.

2. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and/orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. Time of Delivery

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. Cancellation and Rescheduling

- a. The ordering activity will notify the Contractor at least five (5) days before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the Government will be liable for 50% of the contracted dollar amount of the training course. The Contractor agrees to permit the Government to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Government, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. Price for Training

The price that the ordering activity will be charged will be the ordering activity training prices in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

6. Invoices and Payment

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

7. Format and Content of Training

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training course.
- b. **** If applicable**** For hands on training courses, there must be one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

When travel is required, travel expenses will be invoiced based on the aforementioned regulations.

8. "No Charge" Training

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below. None.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (Special Item Number 132-51) AND ELECTRONIC COMMERCE (EC) SERVICES (Special Item Number 132-52)

1. Scope

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the Scope of this Information Technology Schedule.
- b. Manugistics, Inc. shall provide services at Manugistics facilities and/or at Ordering Activity location, as agreed to by Manugistics and the ordering office.

2. Performance Incentives

- a. Performance incentives maybe agreed upon between the Contractor and the ordering office on individual fixed-price orders or Blanket Purchase Agreements, under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual order 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 offices 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. Ordering Procedures for Services (Requiring A Statement of Work)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for IT professional services (SIN 132-51) that are priced on schedule at hourly rates. These special ordering procedures, which are outlined herein, take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

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

(a) When ordering IT professional services ordering activities shall –

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

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

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

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

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

(2) Transmit the Request to Contractors:

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

When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies

and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request for quotation should be to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request for quotation should be provided to additional contractors that offer services that will meet the ordering activity's needs. Ordering activities should strive to minimize the contractors' costs associated with responding to requests for proposals for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

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

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

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

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

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

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

(ii) **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing multiple BPAs the procedure above must be followed. The procedures at

(a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the schedule contractor that represents the best value.

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

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

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

(e) The ordering activity, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. Order

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

5. Performance of Services

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

- c. The 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.

6. 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.

7. Inspection of Services

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

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. Responsibilities of the Government

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

10. Independent Contractor

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

11. Organizational Conflicts of Interest

a. Definitions.

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

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

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

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

contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

12. Invoices

The Contractor, upon completion of the work ordered, shall submit invoices for IT /ECservices. 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.

13. Payments

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002, Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002, Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

14. Resumes

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

15. 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.

16. 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.

17. Description of IT Services and Pricing; Commercial Warranty and Proprietary Rights

See Attachment I-III, "Description and Pricing, Information Technology Professional Services (SIN 132-51), and Electronic Commerce Services (SIN 132-52)".

Warranty. Consulting services shall be performed in accordance with the terms of this contract and/or delivery order and any schedule. The Contractor agrees to use its best efforts to perform Consulting services, and the Contractor warrants that it shall provide qualified consultants to perform services. The foregoing warranty is exclusive and in lieu of all other warranties, express or implied including, but not limited to, any implied

warranty of merchantability or fitness for a particular purpose. In no event shall the Contractor be liable for indirect, special, punitive, economic or consequential damages of any kind, even if advised of the possibility of such damages.

All materials provided as a part of training and consulting services belong solely and exclusively to Contractor and its suppliers and licensors. The Government understands and agrees that any software, documentation or training materials provided by Contractor contain confidential and proprietary information of Contractor and its suppliers and licensors, and may be patented, trademarked and/or copyrighted works, or otherwise constitute valuable trade secrets.

**ATTACHMENT I: DESCRIPTION AND PRICING
 PERPETUAL SOFTWARE LICENSES (SIN 132-33) and MAINTENANCE OF GENERAL PURPOSE
 INFORMATION TECHNOLOGY SOFTWARE (SIN 132-34)**

I. PERPETUAL SOFTWARE LICENSES (SIN 132-33)

SOFTWARE SOLUTIONS – Manugistics, Inc. Version 6:

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
001	NETWORKS DEMAND		
001A	Server	1	151,125.
001B	DFU's	1-250,000	125,938
		250,001-500,000	151,125
		500,001-1,000,000	176,313
		1,000,001 – more	201,500
001C	Forecasting Levels	1-2	25,188.
		3-4	75,563.
		5 – more	151,125.
001D	Casual Users	1	2,015.
001E	Power Users	1	10,075.
001F	Multi-Server Factor	1	0.
001G	Lewandowski	1-2 Forecasting Levels	100,750.
		3-5 Forecasting Levels	151,125
		6+ Forecasting Levels	176,313.
001H – 001I	<i>Delete Item - Reserved</i>		
001J	Additional Server	1	100,750.
001K	Upgrade from DPPE to Demand	1-2	100,750
		3-5	151,125
		6+	176,313
001L	Upgrade to Demand Classification	1-250,000	125,938
		250,001-500,000	151,125
		500,001-1,000,000	176,313
		1,000,001 – more	201,500
002	NETWORKS STRATEGY		
002A	Server	1	201,500.

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Contract: GS-35F-0388K
 Per Modification: PO0027

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
002B	SKUs	1-1,000	\$ 25,188.
		1,001-10,000	\$ 50,375.
		10,001-100,000	\$ 100,750.
		100,001-1,000,000	\$ 201,500.
		1,000,000-more	\$ 604,500.
002C	Product Identifier Items	1-99	\$ 15,113.
		100-999	\$ 30,225.
		1,000-more	\$ 75,563.
002D	Resources	1-49	\$ 25,188.
		50-249	\$ 75,563.
		250-999	\$ 151,125.
		1,000-more	\$ 251,875.
002E	Locations	1-9	\$ 25,188.
		10-24	\$ 75,563.
		25-99	\$ 151,125.
		100-more	\$ 251,875.
002F	Tiered Structures	1-9	\$ 10,075.
		10-24	\$ 25,188.
		25-more	\$ 50,375.
002G	Processes	1-9	\$ 25,188.
		10-24	\$ 50,375.
		25-99	\$ 100,750.
		100-more	\$ 151,125.
002H	Lanes	1-24	\$ 25,188.
		25-49	\$ 50,375.
		50-99	\$ 100,750.
		100-more	\$ 151,125.
002I	Casual Users	1	\$ 5,038.
002J	Power Users	1-10	\$ 25,188.
		11-25	\$ 251,875. + (15,112.50 Each in range)
		26-more	\$ 478,563. + (10,075 Each in range)
002K	Multi-Server Factor	1	\$ 0.
002L - 002M	Delete Item - Reserved		
003	NETWORKS SUPPLY		
003A	Server	1	\$ 75,563.
003B	SKU's	1-1,000	\$ 25,188.

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Contract: GS-35F-0388K
Per Modification: P00027

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
003C	Weekly Demand Order Volume	1,001-10,000	\$ 75,563.
		10,001-100,000	\$ 151,125.
		100,001-1,000,000	\$ 302,250.
		1,000,001-more	\$ 906,750.
003D	Components in BOM	1-99	\$ 25,188.
		100-499	\$ 75,563.
		500-more	\$ 151,125.
003E	Depth in BOM	1-4	\$ 25,188.
		5-49	\$ 75,563.
		50-more	\$ 151,125.
003F	Primaries with Alternates	1-4	\$ 25,188.
		5-9	\$ 75,563.
		10-more	\$ 151,125.
003G	Weekly Planned Supply Orders	1-49	\$ 25,188.
		50-499	\$ 50,375.
		500-more	\$ 101,750.
003H	Casual Users	1-99	\$ 25,188.
003I	Power Users	100-499	\$ 50,375.
003J	Multi-Server Factor	500-more	\$ 100,750.
003K	Delete Item - Reserved	1	\$ 2,015.
		1	\$ 10,075.
		1	\$ 0.
004	NETWORKS FULFILLMENT		
004A	Server	1	\$ 100,750.
004B	SKU's	1-1,000	\$ 25,188.
		1,001-10,000	\$ 100,750.
		10,001-100,000	\$ 251,875.
		100,001-1,000,000	\$ 503,750.
		1,000,001-more	\$ 1,511,250.
004C	Items	1-99	\$ 25,188.
		100-999	\$ 50,375.
		1,000-more	\$ 100,750.
004D	Resources	1-49	\$ 25,188.
		50-149	\$ 75,563.
		150-more	\$ 151,125.

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Contract: GS-35F-0388K
Per Modification: P00027

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
004E	Locations	1-9	\$ 25,188.
		10-24	\$ 75,563.
		25-more	\$ 151,125.
004F	Production Methods	1-9	\$ 25,188.
		10-24	\$ 50,375.
		25-more	\$ 100,750.
004G	Lanes	1-24	\$ 25,188.
		25-49	\$ 75,563.
		50-more	\$ 151,125.
004H	Casual Users	1	\$ 2,015.
004I	Power Users	1	\$ 10,075.
004J	Multi-Server Factor	1	\$ 0.
004K	Deleted Item - Reserved		
005 NETWORKS DELIVERY MANAGEMENT			
005A	Server	1	\$ 100,750.
005B	Suppliers	1-50	\$ 252 Each
		51-100	\$ 12,594 + (\$226.69 Each in range)
		101-250	\$ 23,929 + (\$201.50 Each in range)
		251-500	\$ 54,154 + (\$181.35 Each in range)
		501-750	\$ 99,491 + (\$161.20 Each in range)
		751-1,000	\$ 139,791 + (\$141.05 Each in range)
		1,001-1,250	\$ 175,054 + (\$120.90 Each in range)
		1,251-1,500	\$ 205,279 + (\$100.75 Each in range)
		1,501-2,000	\$ 230,466 + (\$ 85.64 Each in range)
		2,001-2,500	\$ 273,285 + (\$ 70.53 Each in range)
		2,501-3,500	\$ 308,547 + (\$ 60.45 Each in range)
		3,501-5,000	\$ 368,997 + (\$ 50.38 Each in range)
		5,001-7,500	\$ 444,560 + (\$ 40.30 Each in range)
		7,501-10,000	\$ 545,310 + (\$ 30.23 Each in range)
		10,001-more	\$ 620,872 + (\$ 20.15 Each in range)
005C	Deleted Item - Reserved		
005D	Casual Users	1	\$ 1,008.
005E	Power Users	1	\$ 10,075.
005F - 005H	Deleted Item - Reserved		
005I	Weekly Volume	1-50	\$ 5,038
		51-250	\$ 10,075

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Contract: GS-35F-0388K
Per Modification: PO0027

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
		251-500	20,150
		501-1,000	40,300
		1,001-5,000	75,563
		5,001-25,000	100,750
		25,001-100,000	201,500
		100,001-or more	302,250
006	NETWORKS COLLABORATE		
006A-006C	Deleted Item - Reserved	1	10,075.
006D	Communication Protocols	1-50	504. Per User
006E	Casual Users	51-250	25,188. + (\$302.50 per user in range)
		251-1,000	85,635. + (\$151.63 per user in range)
		1,001-2,500	195,100. + (\$100.75 per user in range)
		2,501 - or more	308,444 + (no additional costs for additional units)
006F - 006I	Deleted Item - Reserved	1-100	10,075.
006J	Planning Items	101-1,000	25,188.
		1,001-10,000	50,375.
		10,001-50,000	100,750.
		50,001-150,000	251,875.
		150,001 or More	503,750.
006K	Deleted Item - Reserved	1-25	125,938
006L	Trading Partners - One Time	26-50	251,875
		51-100	377,813
		101-200	503,750
		201-300	629,688
		301-400	755,625
		401-500	881,563
		501-750	1,007,500
		751-1,000	1,133,438
		1,001-2,500	1,259,375
		2,501 - 5,000	1,385,313
		5,001 - more	1,511,250

006M - 006N Deleted Item - Reserved

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Per Modification: PO0027

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
0060	Server (Networks Collaborate & Market Manager)	1	\$ 100,750
006P	Power Users	1	\$ 15,113.
006Q	Market Manager - Multi Enterprise	2 - or more	\$ 15,113. + (\$5,037.50 for each user in range)
		1	\$ 0
007	Networks WebCONNECT - Integrate		
007A	Server	1	\$ 151,125.
007B	Additional Server	1	\$ 25,188.
007C	External System	1	\$ 15,113.
007D	Daily Transactions	1-49	\$ 25,188.
		50-149	\$ 75,563.
		150-more	\$ 251,875.
007E	Data Streams	1	\$ 2,519.
007F	Delete Item - Reserved		
007G	Power Users	1	\$ 2,519.
007H - 007AE	Delete Item - Reserved		
	WebConnect Integrate Options		
007AF	JDE OneWorld Building Block	1	\$ 25,188
007AG	JDE World Building Block for Financial Apps	1	\$ 20,150
007AH	JDE World Building Block for HR Apps	1	\$ 20,150
007AI	SAP Adaptor	1	\$ 25,188
	WebConnect Integrate High Volume Edition		
007AJ	WebConnect Integrate High Volume Edition Enterprise (max 4 cpus per server)	1	\$ 176,313
	WebConnect Integrate High Volume Edition Departmental (max 4 cpus per server)		
007AK	WebConnect Integrate High Volume Edition Departmental	1	\$ 75,562
	High Volume Edition Departmental Department Options		
007AL	WebConnect Integrate High Volume Edition Data Integrator Designers (per named user)	1	\$ 10,075

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
007AM	WebConnect Integrate High Volume Edition Data Integrator Additional Development or Test Server	1	\$ 25,188
007AN	WebConnect Integrate High Volume Edition Data Server Interfaces	1	\$ 7,557
007AO	WebConnect Integrate High Volume Edition Database Interface	1	\$ 15,113
007AP	WebConnect Integrate High Volume Edition Technology Interface	1	\$ 25,188
007AQ	WebConnect Integrate High Volume Edition Application Interface	1	\$ 100,750
007AQ	WebConnect Integrate High Volume Edition Application Interface 5-Pack (20% discount)	1	\$ 100,750
008	NETWORKS MASTER PLANNING		
008A	Server	1	\$ 151,125.
008B	SKU's	1-1,000	\$ 25,188.
		1,001-10,000	\$ 100,750.
		10,001-100,000	\$ 251,875.
		100,001-1,000,000	\$ 503,750.
		1,000,001-more	\$ 1,511,250.
008C	Unique Product Identifier Item	1-99	\$ 25,188.
		100-999	\$ 75,563.
		1,000-more	\$ 151,125.
008D	Resources	1-49	\$ 25,188.
		50-149	\$ 75,563.
		150-more	\$ 251,875.
008E	Locations	1-9	\$ 25,188.
		10-24	\$ 75,563.
		25-more	\$ 151,125.
008F	Processes	1-9	\$ 25,188.
		10-24	\$ 75,563.
		25-more	\$ 151,125.
008G	Lanes	1-24	\$ 25,188.
		25-49	\$ 75,563.
		50-more	\$ 151,125.
008H	Casual Users	1	\$ 2,015.

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Contract: GS-35F-0388K
Per Modification: PO0027

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
008I	Power Users	1	15,113.
008J	Multi-Server Factor	1	0.
008K	Deleted Item - Reserved		
009	NETWORKS COMMIT		
009A - 009G	Deleted Item - Reserved		
010	NETWORKS TRANSPORT		
010A	Server	1	100,750.
010B	Carriers	1	1,008.
010C	Orders (per day)	1-249	25,188.
		250-2,499	75,563.
		2,500-more	151,125.
010D	Deleted Item - Reserved		
010E	Freight Movements (per day)	1-499	25,188.
		500-999	50,375.
		1,000-more	100,750.
010F	Locations	1-999	25,188.
		1,000-4,999	75,563.
		5,000-more	151,125.
010G	Deleted Item - Reserved		
010H	Transportation Modes	1	20,150.
010I - 010L	Deleted Item - Reserved		
010M	NetWORKS Bulk Replenishment	1	705,250.
010N	Transportation Routing Per Site	1	60,450.
010O - 010S	Deleted Item - Reserved		
010T	Transport with no Optimization - Data model use only	1	201,500
010V	Customer Billing	1	151,125.
010W	NetWORKS Freight Payment	1	100,750
010X	Enterprise Global License - NetWORKS Routing	1	604,500.
010Z	Deleted Item - Reserved		
010AA	Pricing Per Site/Location -	1	60,450

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
010AB	Networks Resourcing Enterprise Global Licensing – Networks Resourcing	1	\$ 755,625.
010AC	Deleted Item - Reserved Power Users	1	\$ 25,457
010AD	Networks Carrier	1	\$ 125,938.
010AE	Networks Execution Manager	1	\$ 125,938.
010AF	Networks Average Number of Stops for Truckload Mode	1-2	\$ 10,075
		3-5	\$ 20,150
		6 – more	\$ 30,225
010AH	Average Number of Stops of Intermediate Points for multi-leg movements	1	\$ 10,075
		2	\$ 20,150
		3	\$ 30,225
010AJ	International/Domestic/Both Inbound/Outbound/Both	1	\$ 10,075
010AK	Number of Power Users	each	\$ 10,075
010AL	Number of Casual Users	each	\$ 25,188
	Networks Transport Options	each	\$ 10,075
010AM	Customer Billings	each	\$ 151,125
	Networks Freight Payment	each	\$ 5,038
010AN	Number of Daily Transactions	1-299	\$ 10,075
		300-749	\$ 25,188
		750-999	\$ 35,263
		1,000 – more	\$ 25,188
010AO	Number of Power Users	each	\$ 10,075
010AP	Number of Casual Users Execution Manager	each	\$ 25,188
010AQ	Number of Power Users	each	\$ 10,075
010AR	Number of Casual Users Networks Bulk Replenishment	each	\$ 25,188
010AS	Number of Power Users	each	\$ 10,075
010AT	Number of Casual Users Fleet Management Networks Routing	each	\$ 10,075

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Per Modification: PO0027

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
010AU	Number of power units per site		
	Site 1	each	\$ 1,512
	Site 2	each	\$ 1,512
	Site 3	each	\$ 1,512
	Site 4	each	\$ 1,512
	Site 5	each	\$ 1,512
	Site 6	each	\$ 1,512
	Site 7	each	\$ 1,512
	Site 8	each	\$ 1,512
	Site 9	each	\$ 1,512
	Site 10	each	\$ 1,512
010AV	Networks Routing Enterprise/Global License	each	\$ 755,625
	Networks Resourcing		
010AW	Number of drivers/site		
	Site 1	each	\$ 1,512
	Site 2	each	\$ 1,512
	Site 3	each	\$ 1,512
	Site 4	each	\$ 1,512
	Site 5	each	\$ 1,512
	Site 6	each	\$ 1,512
	Site 7	each	\$ 1,512
	Site 8	each	\$ 1,512
	Site 9	each	\$ 1,512
	Site 10	each	\$ 1,512
011	Networks SCHEDULING – Delete Product Discontinued		
011A – 011M	Deleted Item – Reserved		
012	Network DEALER COLLABORATION – Delete Product Discontinued		
012A – 012V	Deleted Item - Reserved		
013	Networks ONEview		
013A – 013K	Deleted Item – Reserved		

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Contract: GS-35F-0388K
Per Modification: P00027

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
014	NETWORKS VMI		
014A-014P	Deleted Item - Reserved		
017	NETWORKS WebCONNECT - Interact		
	Extricity Based Solution		
017A-017BC	Deleted Item - Reserved		
018	NETWORKS MONITOR		
018A	Server	1	\$ 75,563.
018B	Communication Protocols	1	\$ 10,075.
018C	Planning Items	1-100	\$ 5,038.
		101-1,000	\$ 12,594.
		1,001-10,000	\$ 25,188.
		10,001-50,000	\$ 50,375.
		50,001-150,000	\$ 125,938.
		150,001-More	\$ 251,875.
018D	Delete Item - Reserved	1-25	\$ 62,969
018E	Trading Partners - One Time	26-50	\$ 125,938
		51-100	\$ 188,907
		101-200	\$ 251,875
		201-300	\$ 314,844
		301-400	\$ 377,813
		401-500	\$ 440,782
		501-750	\$ 503,750
		751-1,000	\$ 566,719
		1,001-2,500	\$ 629,688
		2,501-5,000	\$ 692,657
		5,001 - more	\$ 755,625
018F-018G	Deleted Item - Reserved	1	\$ 10,075.
018H	Power Users	2 or More	\$ 10,075. + (\$2,518.75 Per User in range 2 or More)
018I-018J	Deleted Item - Reserved	1-50	\$ 504 Each in Range
018K	Casual Users	51-250	\$ 25,188 + (\$302.25 Each in range)
		251-1000	\$ 60,450 + (\$151.13 Each in range)

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Per Modification: PO0027

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
019	Networks Visibility		
019A - 019F	Deleted Item - Reserved	1,001-2,500	\$ 113,344. + (\$100.75 Each in range)
		2,501 - more	\$ 151,125 + (\$75.56 Each in range)
020	OPT Forecasting		
020A	Deleted Item - Reserved		
020B	Deleted Item - Reserved		
020C	Deleted Item - Reserved		
021	OPT Advanced Forecasting Option		
021A	Deleted Item - Reserved		
021B	Deleted Item - Reserved		
022	OPT Replenishment Planner Option		
022A	Deleted Item - Reserved		
022B	Deleted Item - Reserved		
023	OPT Order Promiser		
023A	Server	1	\$ 50,375.
023B	Daily Order Volume	1-1,000	\$ 101 each in range
		1,001-5,000	\$ 100,075 + (\$75.81 each in range)
		5,001-10,000	\$ 302,250 + (\$50.87 each in range)
		10,001-more	\$ 654,875 + (\$24.94 each in range)
023C	SKU's	1-1,000	\$ 15,113.
		1,001-10,000	\$ 25,188.
		10,001-100,000	\$ 50,375.
		100,001-1,000,000	\$ 100,750.
		1,000,001-or more	\$ 302,250.
023D	Additional Users	1	\$ 5,038.
024	OPT Planner & Scheduler		
024A -024H	Deleted Item - Reserved		

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
025	OPT Advanced Planner		
025A-025I	Deleted Item - Reserved		
026	PRO Data Mapper		
026A-026B	Deleted Item - Reserved		
027	Networks Attribute Based Planning		
027A	Server	1	\$ 151,125.
027B	SKU's	1-1,000	\$ 51 Each
		1,001-10,000	\$ 50,375. + (\$15.11 Each in range)
		10,001-100,000	\$ 136,013. + (\$3.02 Each in range)
		100,001-1,000,000	\$ 272,025. + (\$1.01 Each in range)
027C	Average Number of Options In SKU	1-2	\$ 25,188.
		3-9	\$ 75,563.
		10 - or more	\$ 151,125.
027D	Items	1-99	\$ 25,188.
		100-999	\$ 75,563.
		1,000 - or more	\$ 151,125.
027E	Resources	1-49	\$ 25,188.
		50-149	\$ 75,563.
		150 - or more	\$ 251,875.
027F	Locations	1-9	\$ 25,188.
		10-24	\$ 75,563.
		25 - or more	\$ 151,125.
027G	Processes	1-9	\$ 25,188.
		10-24	\$ 75,563.
		25 - or more	\$ 151,125.
027H	Lanes	1-24	\$ 25,188.
		25-49	\$ 75,563.
		50 - or more	\$ 151,125.
027I	Casual Users	1	\$ 2,015.
027J	Power Users	1	\$ 10,075.
028	Networks Component Management		
028A	Server Configuration	1	\$ 75,563.
		2	\$ 151,125

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
028B	Concurrent User	3	\$ 302,250
028C	Administrator User	4	\$ 503,750.
	<i>Options:</i>		
028D	Classifications Electronics Schema	1	\$ 15,113.
028E	API	1	\$ 20,150.
		2	\$ 40,300.
		3	\$ 60,450.
		4	\$ 80,600.
029	NETWORKS Order Management		
029A	Server	1	\$ 100,750.
029B	Agency Annual Budget	1-750,000,001	\$ 503,750.
		750,000,002 - 1,500,000,001	\$1,198,925.
		1,500,000,002 - 2,250,000,001	\$1,481,025.
		2,250,000,002 - 3,000,000,001	\$1,904,175.
		3,000,000,002 - 3,750,000,001	\$2,186,275.
		3,750,000,002 - 4,500,000,001	\$2,468,375.
		4,500,000,002 - 5,250,000,001	\$2,680,150.
		5,250,000,002 - 6,000,000,001	\$2,891,525.
		6,000,000,002 - 6,750,000,002	\$3,103,100.
		6,750,000,002 - more	\$ 0
029C - 029D	<i>Options:</i> Deleted Item - Reserved		
030	NETWORKS Sourcing		
030A - 030C	Deleted Item - Reserved		
031	NETWORKS Synchronize		
031A - 031F	Deleted Item - Reserved		
032	Airline Revenue Optimizer		
032A	Version 1x - Passenger Revenue	\$0 - \$249,999,999	\$ 504,249.
		\$250,000,000-\$499,999,999	\$ 755,625.
		\$500,000,000-\$999,999,999	\$1,007,500.

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
032B	Version 2x – Passenger Revenue	\$0 - \$249,999,999	\$ 654,875.
		\$250,000,000-\$499,999,999	\$ 982,313.
		\$500,000,000-\$999,999,999	\$1,309,750.
		\$1,000,000,000-\$1,999,999,999	\$1,637,188.
		\$2,000,000,000-\$4,999,999,999	\$2,040,188.
		\$5,000,000,000-\$9,999,999,999	\$2,720,250.
		\$10,000,000,000 – or more	\$3,400,313.
032C	Fare Construction Manager	1	\$ 302,250.
032D	ASP/Reseller Model		
	(for Carriers with less than 1 billion in Revenue)		
	Carriers under \$1 Billion in Revenue	1	\$ 503,750.
033	Cargo Revenue Optimizer		
033A	Cargo Revenue	\$0 - \$49,999,999	\$ 806,000.
		\$50,000,000-\$99,999,999	\$ 957,125.
		\$100,000,000-\$249,999,999	\$1,007,500.
		\$250,000,000-\$499,999,999	\$1,259,375.
		\$500,000,000-\$749,999,999	\$1,511,250.
		\$750,000,000-\$999,999,999	\$2,266,875.
		\$1,000,000,000-\$1,999,999,999	\$3,000,500.
		\$2,000,000,000 – or more	\$4,030,000.
034	Total Group Manager		
034A	Airline Passenger Revenue	\$1-\$249,999,999	\$ 403,000.
	(If Not a Third Party Reseller)	\$250,000,000-\$499,999,999	\$ 503,750.
		\$500,000,000-\$999,999,999	\$ 604,500.
		\$1,000,000,000-\$1,999,999,999	\$ 705,250.
		\$2,000,000,000-\$4,999,999,999	\$ 806,000.
		\$5,000,000,000-\$9,999,999,999	\$ 906,750.
		\$10,000,000,000 – or more	\$1,007,500.

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
034B	Airline Passenger Revenue (If a Third Party Reseller)	\$1-\$249,999,999	\$ 322,400
		\$250,000,000-499,999,999	\$ 403,000
		\$500,000,000-\$999,999,999	\$ 453,375
		\$1,000,000,000-\$1,999,999,999	\$ 528,938
		\$2,000,000,000-\$4,999,999,999	\$ 526,200
		\$5,000,000,000-\$9,999,999,999	\$ 634,725.
		\$10,000,000,000 – or more	\$ 654,875.

035	Networks Precision Pricing		
035A	Deleted Item - Reserved		
035B	Agency Budget	Agency Budget	Agency Budget x .1%
035C	Annual PROVA	Enter PROVA	10% of PROVA
035D	Power Users	1	\$ 10,075
	Options:		
035E	Deleted Item - Reserved		

036	Networks Promotions Pricing		
036A	Deleted Item - Reserved		
036B	Annual Promotions Budget	Agency Budget	Agency Budget x .1%
036C	Annual PROVA	Enter PROVA	10% of PROVA
036D	Casual Users	1	\$ 504
036E	Power Users	1	\$ 10,075.

037	Networks Target Pricing		
037A	Deleted Item - Reserved		
037B	Agency Budget/Budget Under Mgt	Agency Budget	Agency Budget x .1%
037C	Annual PROVA	Enter PROVA	10% of PROVA
037D	Casual Users	1	\$ 504
037E	Power Users	1	\$ 10,075.
	Options:		
037F	Deleted Item - Reserved		

038	Networks Make-To-Order (MTO)		
038A	Named Users	1-100	\$ 4,030. Each
		101-250	\$ 3,627. Each
		251-500	\$ 3,224. Each

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
038B	Number of Part Numbers	501 – or more 1-9,999 10,000-99,999 100,000-499,999 500,000 – or more	\$ 2,821. Each ((\$ Clin 038A)*(-25%) ((\$ Clin 038A)*(0%) ((\$ Clin 038A)*(10%) ((\$ Clin 038A)*(20%) ((\$ Clin 038A)*(-25%)
038C	Depth BOM	1-9 10-24 25 – or more	((\$ Clin 038A)*(-25%) ((\$ Clin 038A)*(0%) ((\$ Clin 038A)*(10%)
038D	Avg. # of Open Work Order Ops	1-24,999 25,000-100,000 100,001-499,999 500,000 – or more	((\$ Clin 038A)*(-25%) ((\$ Clin 038A)*(0%) ((\$ Clin 038A)*(10%) ((\$ Clin 038A)*(20%) ((\$ Clin 038A)*(0%)
038E	Sites	1 2-3 4-5 6 – or more	((\$ Clin 038A)*(0%) ((\$ Clin 038A)*(10%) ((\$ Clin 038A)*(20%) ((\$ Clin 038A)*(30%) ((\$ Clin 038A)*(-25%)
038F	Agency Budget	\$1-\$1,000,000 \$500,000,001-\$1,000,000,000 \$1,000,000,001 – or more	((\$ Clin 038A)*(-25%) ((\$ Clin 038A)*(0%) ((\$ Clin 038A)*(10%) ((\$ Clin 038A)*(20%)
038G	Multi Currency	1	\$ 20,150. Each
038H	Options:		
038H	DCI Adaptor	1	\$ 56,622.
038I	I-Loader Adaptor	1	\$ 70,525.
038J	NETWORKS MTO API's	1	\$ 15,113.
038K	Oracle Financial Adaptor	1	\$ 35,263.
<i>Upgrades:</i>			
<i>Note: Upgrades are for existing MTO Customers Only.</i>			
038L-038O	<i>Deleted Item - Reserved</i>		
038P	Capacity Workbench – Additional	1	\$ 5,340.
038Q	Planner Workbench – Additional	1	\$ 5,340.
038R	BOM Workbench – Additional	1	\$ 4,030.
038S	Workflow – number of concurrent users each		\$ 605
038T	Workflow – server – Licensed for NW		\$ 25,188
038T	Procurement		

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
039	NETWORKS Maintenance, Repair & Overhaul (MRO)		
039A	Named Users	1-100	\$ 4,534. Each
		101-250	\$ 4,080. Each
		251-500	\$ 4,030. Each
		501 - or more	\$ 3,968. Each
039B	Number of Part Numbers	1-9,999	((\$ Clin 039A)*(-25%)
		10,000-99,999	((\$ Clin 039A)*(0%)
		100,000-499,999	((\$ Clin 039A)*(10%)
		500,000 - or more	((\$ Clin 039A)*(-25%)
039C	Dept of Bill of Materials	1-9	((\$ Clin 039A)*(-25%)
		10-24	((\$ Clin 039A)*(0%)
		25 - or more	((\$ Clin 039A)*(10%)
039D	Avg. # of Open Work Order Ops	1-24,999	((\$ Clin 039A)*(-25%)
		25,000-100,000	((\$ Clin 039A)*(0%)
		100,001-500,000	((\$ Clin 039A)*(10%)
		500,001 - or more	((\$ Clin 039A)*(20%)
039E	Sites	1	((\$ Clin 039A)*(0%)
		2-3	((\$ Clin 039A)*(10%)
		4-5	((\$ Clin 039A)*(20%)
		6 - or more	((\$ Clin 039A)*(30%)
039F	Agency Budget	\$1-\$100,000,000	((\$ Clin 039A)*(-25%)
		\$1,000,001-\$500,000,000	((\$ Clin 039A)*(0%)
		\$500,000,001-\$1,000,000,000	((\$ Clin 039A)*(10%)
		\$1,000,000,001 - or more	((\$ Clin 039A)*(20%)
039G	Multi - Currency	1	\$ 20,150. Each
	Options:		
039H	DCI Adaptor	1	\$ 56,622.
039I	I-Loader Adaptor	1	\$ 70,525.
039J	NETWORKS MRO API's	1	\$ 15,113.
039K	Oracle Financial Adapter	1	\$ 35,263.
	Upgrades:		
	<i>Note: Upgrades are for existing MRO Customers Only</i>		
039L - 039O	Deleted Item - Reserved		
039P	Capacity Workbench - Additional	1	\$ 5,340.
039Q	Planner Workbench - Additional	1	\$ 5,340.
039R	BOM Workbench - Additional	1	\$ 4,030.

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
040	NETWORKS Procurement		
040A	Server	1	\$ 50,375. Each
040B	Sites		(# of Sites - 1)*(\$)(Clin 040A)
040C	Avg. Open PO Line Items Per Year	1-5,000	\$ 20,150.
		5,001-25,000	\$ 30,225.
		25,001 - or more	\$ 403,000.
		\$1-\$200,000,000	\$ 544,050.
		\$200,000,001-\$300,000,000	\$ 616,590.
		\$300,000,001-\$400,000,000	\$ 655,126.
		\$400,000,001-\$500,000,000	\$ 835,267.
		\$500,000,001-\$750,000,000	\$ 949,658.
		\$750,000,001-\$1,000,000,000	\$1,419,987.
		\$1,000,000,001 - or more	
040D	Agency Budget		
040E	Deleted Item - Reserved		
040F	Options:		
040G	Multi Currency	each	\$ 20,150
	NETWORKS MTO/MRO ERP		
	Integration Kit	1	\$ 20,150.
040H	ERP Integration Tool Kit	1	\$ 20,150.
040I	Document Exchange Manager		
	Order Sets	1	\$ 18,135.
	RFP/RFQ Sets	1	\$ 18,135.
	Invoice Sets	1	\$ 18,135.
040J	Named Users/Buyers	each	\$ 1,764
040K	Named Users/ Others	each	\$ 605
040L	Options:		
	Trading Exchange Connector Includes:	each	\$ 75,563
	Document Exchange Manager		
	2 Document Sets		
	1 Trading Exchange Adapter		
040M	Document Exchange Manager	each	\$ 25,188
040N	Trading Exchange Adaptors - Exostar	each	\$ 25,188
	Adaptor		
041	NETWORKS Sequencing		
041A-0411	Deleted Item - Reserved		

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
042	Networks Production Planning		
042A - 042I	<i>Deleted Item - Reserved</i>		
043	Networks Production Scheduling		
043A	Server	1	\$ 151,125.
043B	Networks Production Scheduling Sites	1	\$ 151,125.
043C	Unique Products Produced	1-499	\$ 30,225.
		500-4,999	\$ 50,375.
		5,000 - or more	\$ 75,563.
043D	Number of Raw Materials	1-49	\$ 30,225.
		50-99	\$ 50,375.
		100 - or more	\$ 75,563.
043E	Weekly Production Order Volume	1-99	\$ 30,225.
		100-499	\$ 50,375.
		500 - or more	\$ 75,563.
043F	Number of Casual Users	1	\$ 5,038.
043G	Number of Power Users	1	\$ 30,225.
043H	<i>Deleted Item - Reserved</i>		
043I	Additional Modeling Support for Unique Plant	1	\$ 75,563.
043J	Networks Sequencing Sites	each	\$ 151,125
043K	Networks Production Planning Sites	each	\$ 151,125
044	Networks Analytics		
	<u>Analytics For Existing Cognos PowerPlay Customers</u>		
044A	Servers	1	\$ 98,232
	Each Additional		\$ 65,488
044B	Number of Named Power Users	Each	\$ 524
044C	Number of Named Casual Users	1 - 500	\$ 262
		501 - 1,000	\$ 230
		1,001 - 2,000	\$ 197
		2,001 -- more	\$ 178
044D	Number of Named Administrative Users	Each	\$ 7,532

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
044E	Options: Additional languages	Each	\$ 32,744
044F	Analytics For All Others Servers	1	\$ 151,125
044G	Number of Named Power Users	Each Additional	\$ 100,750
044H	Number of Named Casual Users	Each	\$ 806
		1 - 500	\$ 403 each
		501 - 1,000	\$ 353 each
		1,001 - 2,000	\$ 303 each
		2,001 - more	\$ 273 each
044I	Number of Named Administrative Users	Each	\$ 11,587
044J	Options: Additional languages	Each	\$ 50,375
045	Order Promising		
045A	Servers	each	\$ 20,150
045B	Daily Order Volume	1-10,000	\$ 50,375
		10,001-50,000	\$ 201,500
		50,001 - more	\$ 352,625
045C	SKUs	1-1,000	\$ 25,118
		1,001-10,000	\$ 50,375
		10,001-100,000	\$ 201,500
		100,001-1,000,000	\$ 403,000
		1,000,001 - more	\$ 5,038
045D	Number of Power Users	each	\$ 1,008
045E	Number of Casual Users	each	\$ 1,008
046	Networks Reporting		
046A	Reporting For Existing Cognos Customers Servers	1	\$ 65,488
046B	Number of Named Power Users	Each Additional	\$ 43,877
046C	Number of Named Casual Users	Each	\$ 459
		1 - 500	\$ 230
		501 - 1,000	\$ 197

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
046D	Number of Super Users	1,001 - 2,000	\$ 168
046E	Number of Named Administrative Users	Each	\$ 155
046F	Options: Additional languages <u>Reporting For All Others</u>	Each	\$ 2,947
046G	Servers	1	\$ 32,744
046H	Number of Named Power Users	Each Additional	\$ 100,750
046I	Number of Named Casual Users	Each	\$ 67,503
		1 - 500	\$ 706
		501 - 1,000	\$ 353 each
		1,001 - 2,000	\$ 303 each
		2,001 - more	\$ 257 each
046J	Number of Super Users	Each	\$ 237 each
046K	Number of Named Administrative Users	Each	\$ 2,015
046L	Options: Additional languages	Each	\$ 4,534
		Each	\$ 50,375
047	NETWORKS Tour Design		
047A	Servers	each	\$ 25,188
047B	Shipments (loads per week)	1-499	\$ 10,075
		500-4,999	\$ 25,188
		5,000-9,999	\$ 50,375
		10,000 - more	\$ 75,563
047C	Lanes	1-24	\$ 10,075
		25-49	\$ 5,188
		50-99	\$ 50,375
		100 - more	\$ 75,563
047D	Number of Vehicles in the Fleet	1-24	\$ 10,075
		25-49	\$ 25,188
		50-99	\$ 50,375
		100 - more	\$ 75,563
047E	Number of Power Users	each	\$ 10,075
047F	Annual Transportation Spend	1-20,000,000	\$ 15,113
		20,000,001 - 50,000,000	\$ 30,225
		50,000,001 - 100,000,000	\$ 50,375

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
		100,000,001 - 200,000,000	\$ 75,563
		200,000,001 - more	\$ 100,750
048	NETWORKS Hospitality Revenue Optimizer		
048A	Number full service rooms under management	1-4,999	\$ 755,625.
		5,000-9,999	\$ 1,133,438
		10,000-19,999	\$ 1,360,125
		20,000-49,999	\$ 1,989,813
		50,000-99,999	\$ 3,022,500
		100,000-199,999	\$ 4,533,750
		200,000 - more	\$ 6,800,620
048B	Third party reseller for full service rooms		
		1-4,999	\$ 566,719
		5,000-9,999	\$ 850,079
		10,000-19,999	\$ 1,020,094
		20,000-49,999	\$ 1,492,360
		50,000-99,999	\$ 2,266,875
		100,000-199,999	\$ 3,400,313
		200,000 - more	\$ 5,100,469
048C	Number of limited service rooms under management		
		1-2,999	\$ 503,750
		3,000-3999	\$ 715,325
		4,000-4,999	\$ 753,107
		5,000-5,999	\$ 786,354
		6,000-6,999	\$ 818,090
		7,000-7,999	\$ 843,782
		8,000-8,999	\$ 863,428
		9,000-9,999	\$ 886,600
		10,000-10,999	\$ 905,743
		11,000-11,999	\$ 920,855
		14,000-14,999	\$ 944,532
		19,000-19,999	\$ 1,103,213
		20,000-29,999	\$ 1,334,938
		30,000-59,999	\$ 1,954,550
		60,000-99,999	\$ 3,002,350
		100,000 - more	\$ 4,281,875

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CLIN **SOFTWARE SOLUTION** **QUANTITY**
 048D Third party reseller for limited service rooms

	QUANTITY	PRICE
	1-2,999	\$ 377,813
	3,000-3999	\$ 536,494
	4,000-4,999	\$ 564,830
	5,000-5,999	\$ 589,766
	6,000-6,999	\$ 613,568
	7,000-7,999	\$ 632,836
	8,000-8,999	\$ 647,571
	9,000-9,999	\$ 664,950
	10,000-10,999	\$ 679,307
	11,000-11,999	\$ 690,642
	14,000-14,999	\$ 708,399
	19,000-19,999	\$ 827,410
	20,000-29,999	\$ 1,001,204
	30,000-59,999	\$ 1,465,913
	60,000-99,999	\$ 2,251,763
	100,000 - more	\$ 3,211,407

049 NETWORKS Markdwn Pricing

049A	SKUs	1-1,000	\$ 25,188
		1,001-10,000	\$ 100,750
		10,001-100,000	\$ 251,875
		100,001-1,000,000	\$ 503,750
		1,000,001 - more	\$ 1,511,250
049B	Annual Markdwn Budget/Revenue Under Management		Budget x .1%
049C	MVA		10% of MVA
049D	Number of Power Users	each	\$ 5,038
049E	Number of Casual Users	each	\$ 504

050 NETWORKS Market Basket Analysis

050A	DFU's	1-50,000	\$ 25,188
		50,001-250,000	\$ 50,375
		250,001 - more	\$ 75,563
050B	Stores	1-500	\$ 25,188
		501-1,000	\$ 50,375
		1,001 - more	\$ 75,563

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
051	Agile		
051A	Agile eHub Bundle	each	90,670
051B	Agile Product Change Server	each	90,670
051C	Agile AML Server	each	90,670
051D	Agile SDK Server	each	130,970
051E	Agile ChangeCAST	each	90,670
051F	DIS Server	each	90,670
051G	Agile Integration Server (AIS)	each	272,020
051H	Agile IFS (Distributed)	each	10,070
051I	PTC Pro/E Transformer	each	20,145
051J	SDRC Ideas Transformer	each	20,145
051K	AutoCAD ACAD Transformer	each	20,145
051L	Dessault Catia Transformer	each	20,145
051M	Agile CM Subscriber License	each	2,313
051N	Agile hCM Subscriber License	each	1,305
051O	Agile ICM Subscriber License	each	1,910
051P	DIS Client (Right to Publish)	each	902
051Q	hCM upgrate to CM	each	1,008
051R	ICM upgrate to CM	each	398
051S	Agile Scan (per installed Machine)	each	2,973
052	Blue Martini Products		
	Product Licenses		
	Blue Martini Quote Manager		
052A	Servers	each	151,125
052B	Named Users	1-100	1,512 each in range
		101-200	151,125. + (\$1,007.50 Each in Range)
		201-300	251,875. + (\$503.75 Each in Range)
		301 - more	302,250. + (\$377.81 Each in Range)
	Blue Martini Product Configurator		
052C	Servers	each	201,500
052D	Named Users	1-100	1,512 each in range
		101-200	151,125 + (\$1,007.50 Each in Range)
		201-300	251,875 + (\$503.75 Each in Range)
		301 - more	302,250 + (\$377.81 Each in Range)

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
	Blue Martini Price Configurator		
052E	Servers	each	\$ 201,500
052F	Named Users	1-100	\$ 756 each in range
		101-200	\$ 75,563 + (\$503.75 Each in Range)
		201-300	\$ 25,938. + (\$251.88 Each in Range)
		301 - more	\$ 151,125. + (\$125.94 Each in Range)
	Development Licenses		
	Blue Martini: Velocity Studio		
052G	Servers	each	\$ 50,375
052H	Named Users	6-100	\$ 7,026
	(Comes with 5 user seats, max 100 user seats)		Each in Range
053	CAS		
	US and Canada Users Only		
	Server Licenses		
053A	CP iSales Server	each	\$ 251,875
053B	CP iSales Workbench Server	each	\$ 302,250
	Single User Products:		
053C	CP iSales Trade (per copy)	each	\$ 4,030
053D	CP iSales Retail (per copy)	each	\$ 2,015
	Europe Users		
053E	Desired iSales license - Single Country	each	\$ 103,006
053F	Desired iSales license - Multi Country	each	\$ 171,678
	Single User Subproducts:		
053G	CP iSales Base Modules (required at a minimum)		\$ 670
053H	CP iSales Dashboard		\$ 103
053I	CP iSales Business Planning		\$ 413
053J	CP iSales Promotions		\$ 1,134
053K	CP iSales Authorization List		\$ 515
053L	CP iSales Trade Funds Mgt.		\$ 618
053M	CP iSales Payments and Deductions		\$ 258
053N	CP iSales Retail Execution		\$ 1,288
053O	CP iSales Contract Mgt.		\$ 155

<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
054	ShipNow Products		
	DI Server Lite		
054A	Number of Shipping Locations	1-5 6-10 11 - more	\$ 25,188 each in range \$ 125,938. + (\$15,112.50 Each in Range) \$ 201,500. + (\$10,075.00 Each in Range)
054B	Enterprise Level	each	\$ 201,500
054C	Number of Shipping Locations	1-5 6-10 11 - more	\$ 100,750 each in range \$ 503,750. + (\$50,375.00 Each in Range) \$ 755,625. + (\$35,262.50 Each in Range)
054D	Enterprise Level	each	\$ 503,750
054E	Additional Enterprise Shipping Locations	each	\$ 251,875
055	Vendavo Products		
055A	Vendavo Advantage 2.0 Influenceable Revenues	1-999,999,999 1,000,000,000-4,999,999,999	\$ 755,625 \$ 1,007,500
056	NETWORKS Transport RFQ		
056A	Modes to be Bid	1 2-4 5 - more	\$ 50,375 \$ 100,750 \$ 151,125
056B	Total Domestic Carriers	1 - 50 51 -100 101 - more	\$ 40,300 \$ 75,563 \$ 125,938
056C	Total International Carriers	1 - 250 251 - 1,000 1,001 - more	\$ 40,300 \$ 75,563 \$ 125,938
056D	Total Domestic Lanes	1 - 500 501 - 1,500 1,501 - more	\$ 30,225 \$ 60,450 \$ 90,675
056E	Total International Lanes	1 - 250 251 - 500 501 - more	\$ 30,225 \$ 60,450 \$ 90,675

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<u>CLIN</u>	<u>SOFTWARE SOLUTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
056F	Total Annual Freight Spend	1 - 100,000,000 100,000,001 - 200,000,000 200,000,001 - more	\$ 20,150 \$ 40,300 \$ 80,600
056G	Total Bids Per Year	1-5 6-12 13 -more	\$ 10,750 \$ 50,375 \$ 75,563
056H	Use for Spot Rates	Yes	\$ 40,300
057	Webconnect Business Integrator		
057A	SAP	each	\$ 30,225
057B	Siebel	each	\$ 10,075
057C	PeopleSoft	each	\$ 10,075
057D	J.D. Edwards OneWorld	each	\$ 10,075
057E	Oracle Applications	each	\$ 10,075
057F	Clarify	each	\$ 10,075
057G	Bann	each	\$ 10,075
	Trading Partner Connectivity		
057H	Number of Partners	each	\$ 10,075
057I	Business Connect (10 Packs)	each	\$ 20,150
058	Inventory Policy Optimization		
058A	Server(s)	1 each additional	\$ 100,750 \$ 50,375
058B	SKU's	1-10,000 10,001-50,000 50,001-100,000 100,001-300,000 300,001-500,000 500,001-1,000,000 1,000,001 or more	\$ 100,750 \$ 201,500 \$ 302,250 \$ 403,000 \$ 503,750 \$ 755,625 \$ 906,750
058C	# of Echelons	1 2-4	\$ 25,188 \$ 50,375

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058D	# of Indenture Levels	5 or more 1	\$ \$	75,563 25,188
		2-4	\$ \$	50,375
		5 or more	\$ \$	75,563
058E	Performance Metrics	No	\$ \$	0
		Yes	\$ \$	50,375
058F	Cost Model	No	\$ \$	0
		Yes	\$ \$	50,375
058G	Number of Casual Users	each	\$ \$	2,015
058H	Number of Power Users	1	\$ \$	10,075
		each additional	\$ \$	5,038

OPTIONAL SUITE USER FEES:

The optional SUITE USER fee may be purchased in lieu of buying the casual and power user fee individually for each software solution. The SUITE USER fee is a one time charge that will entitle the user access to all software solutions that are purchased. It is cost advantageous to purchase the SUITE USER fee when several software solutions are purchased.

<u>CLIN</u>	<u>SUITE USER FEE OPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
015	SUITE USER FEE OPTION		
015A	Suite User Fee (1-1,000 Users)	Per User	\$ 42,315
015B	Suite User Fee (1,001 or more Users)	Per User	\$ 30,225

CLIN		Revenue/Budget		Price Adjustment	
016	CLIENT BUSINESS FACTOR - This premium is applied to the total price for all purchases under CLIN's 001 - 058				
016A	Agency annual revenue/budget \$750 M - \$ 2B	\$	0%		
016B	Agency annual revenue/budget \$ 2B - \$ 5B	\$	10%		
016C	Agency annual revenue/budget \$ 5B - \$ 10B	\$	25%		
016D	Agency annual revenue/budget \$ 10B - more	\$	40%		

200	STATGRAPHICS PLUS 5.0 – Standard Edition			
200A	1 User			\$ 407.
200B	Upgrade Version 4.0 to 5.0			\$ 251.

201	STATGRAPHICS PLUS 5.0 – Quality & Design			
201A	1 User			\$ 543.
201B	Upgrade Version 4.0 to 5.0			\$ 251.

202	STATGRAPHICS PLUS 5.0 – Professional			
202A	1 User			\$ 897.
202B	10 Users			\$ 5,038
202C	20 Users			\$ 9,571.
202D	50 Users			\$ 20,150.
202E	100 Users			\$ 36,270.
202F	200 Users			\$ 60,450.
202G	Upgrade Version 4.0 to 5.0			\$ 251. Per User

203	STATGRAPHICS PLUS 5.0 – Professional/Enterprise			
203A	3 Users			\$ 2,690.
203B	10 Users			\$ 5,038.
203C	20 Users			\$ 9,571.
203D	50 Users			\$ 20,150.
203E	100 Users			\$ 36,270.

Note: Statgraphics Plus 5.0 – Professional/Enterprise is the same software as Statgraphics Plus 5.0. However the Enterprise addition is distributed through a server. There is a minimum of 3 users for the Enterprise Edition.

YP Yantra Software Products
The Yantra Software Products are not subject to CLIN 0015, Client Business Factor

YP001	Yantra Order Administration	qty up to 5 million lines	\$458,488.06
		qty up to 10 million lines	\$645,177.81
		qty up to 20 million lines	\$914,230.69
		qty up to 30 million lines	\$1,071,818.80
		qty up to 40 million lines	\$1,160,221.89
		qty up to 50 million lines	\$1,205,247.06

YP002	Yantra Inventory Synchronization	per each million over 50 plus \$1,205,247.06	\$21,963.50
		qty up to 5 million lines	\$390,620.85
		qty up to 10 million lines	\$558,641.62
		qty up to 20 million lines	\$800,789.21
		qty up to 30 million lines	\$941,904.70
		qty up to 40 million lines	\$1,021,522.39
		qty up to 50 million lines	\$1,061,605.77
		per each million over 50 plus \$1,061,605.77	\$19,767.15
YP003	Yantra Delivery & Service Scheduling	qty up to 5 million lines	\$444,211.79
		qty up to 10 million lines	\$632,548.80
		qty up to 15 million lines	\$742,640.84
		qty up to 20 million lines	\$804,687.73
		qty up to 25 million lines	\$836,534.81
		per each million over 50 plus \$836,534.81	\$15,374.45
YP004	Yantra Supply Collaboration	qty up to 5 million lines	\$255,325.69
		qty up to 10 million lines	\$367,339.54
		qty up to 20 million lines	\$528,222.18
		qty up to 30 million lines	\$622,665.23
		qty up to 40 million lines	\$676,475.80
		qty up to 50 million lines	\$703,381.09
		per each million over 50 plus \$703,381.09	\$13,178.10
YP005	Yantra Logistics Management	qty up to 5 million lines	\$236,876.35
		qty up to 10 million lines	\$330,221.22
		qty up to 20 million lines	\$464,747.66
		qty up to 30 million lines	\$543,816.26
		qty up to 40 million lines	\$588,841.44
		qty up to 50 million lines	\$612,452.20
		per each million over 50 plus \$612,452.20	\$10,981.75
YP006	Yantra Reverse Logistics		

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YPP007 Yantra Product Management

qty up to 5 million lines	\$320,118.01
qty up to 10 million lines	\$454,644.45
qty up to 15 million lines	\$533,438.51
qty up to 20 million lines	\$577,640.05
qty up to 25 million lines	\$600,152.64
per each million over 25 plus \$600,152.64	\$10,981.75

YPP008 Yantra Networked Warehouse Management Applications

Facility size * Applications Rate * Operations Module

Facility Size Determination

Large (L) = 200,001 sf+ and more than 30 personnel

Mid-size (M) = 20,001 sf - 200,000 and between 11-30 personnel

Small (S) = 2,001 sf - 20,000 sf and 1-3 personnel

Stockroom (ST) = less than 2,000 sf and 1 -2 personnel

Applications Rate

Inbound Management = 20%

Inventory & Location Management = 30%

Value-Add services = 15%

Outbound Scheduling & Management = 35%

qty up to 10,000	\$98,835.75
qty up to 50,000	\$180,594.88
qty up to 100,000	\$247,858.10
qty up to 150,000	\$287,392.40
qty up to 200,000	\$309,904.99
qty up to 250,000	\$321,710.37
per each 10,000 items above 250,000	\$10,981.75
plus \$321,710.37	

L	M	S	ST			
1	3	10	50	Includes Operational Reporting	Max Users 13	\$155,962.81
3	9	30	150	Includes Operational Reporting	Max Users 26	\$452,292.16
6	18	60	300	Includes Operational Reporting	Max Users 100	\$779,814.07
10	30	100	500	Includes Operational Reporting	Max Users 125	\$1,161,056.50
15	45	150	750	Includes Operational Reporting	Max Users 220	\$1,585,621.94
20	60	200	1000	Includes Operational Reporting	Max Users 315	\$1,975,528.97
25	75	250	1250	Includes Operational Reporting	Max Users 500	\$2,296,119.20

	30	90	300	1500	Includes Operational Reporting Max Users 625	\$2,590,594.83
	40	120	400	2000	Includes Operational Reporting Max Users 625	\$3,084,773.58
	50	150	500	2500	Includes Operational Reporting Max Users 625	\$3,414,226.08
YP009						
					Loftware	
					Loftware Print Server, Premier Edition	\$4,392.70
					Additional Printer Licenses	\$373.38
YP010					RFID Middleware Solution (Connecterra)	
					Number of Antenna	
					1-100	\$28,003.46
					101-250	\$63,007.79
					251-500	\$116,681.09
					501-750	\$161,019.91
					751-1000	\$196,024.24
					1001-1500	\$280,034.63
					1501-2000	\$373,379.50
					Each additional unit beyond 2000	\$373,379.50 + (\$186.69)

II. MAINTENANCE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE (SIN 132-34)

A. Maintenance of Manugistics Products

At Manugistics, our Product Support mission is to provide consistent, responsive, high quality support for all Manugistics supply chain products to all clients globally. Manugistics offers three types of Solution Support Plans. They are the **Standard Solution Support Plan**, **Premium Solution Support Plan** and the **Signature Solution Support Plan**. A description of each plan is listed below.

A.1 STANDARD SOLUTION SUPPORT PLAN

The standard Solution Support Agreement includes the following services:

- ◆ Telephone access to Product Support during published business hours
- ◆ Access to Manugistics NetLink™
- ◆ Major software product releases
- ◆ Maintenance releases
- ◆ Patches (if applicable)
- ◆ Documentation updates
- ◆ Memberships in the Client Steering Committee
- ◆ Invitation to the Manugistics International Client Conference
- ◆ Surveys, newsletters, and other communications

A.2 PREMIUM SOLUTION SUPPORT PLAN

The Premium Solution Support Agreement, provides all the services included in the Standard Solution Support Agreement as well as the following:

- ◆ Beeper support for critical issues available seven days per week and twenty-four hours per day
- ◆ Toll free phone numbers
- ◆ Additional client contacts
- ◆ Regular status report of open issues
- ◆ Periodic customer service reviews by a senior product support staff member.

A.3 SIGNATURE SOLUTION SUPPORT PLAN

- ◆ Solution Support customized to meet your needs
- ◆ Free support consulting customized to your needs (on-site go live support, on-site upgrade support, etc.). The number of free days received annually will be calculated based on the total Solution Support Agreement. Beeper support for critical issues is available seven days per week and twenty-four hours per day.

qty up to 5 million lines
 qty up to 10 million lines
 qty up to 20 million lines
 qty up to 30 million lines

Yearly Maintenance of Yanttra Order Administration YM001

Manugistics has added the complimentary product line from Yanttra Corporation. There is only one level of maintenance of the Yanttra items and it is 20% of the GSA Schedule price and is identified below for each line item and quantity break.

B. Maintenance of Yanttra Products

- c. For each renewal term, Manugistics then-current Solution Support Plan Price shall apply for the Government's then-current Software modules and end End-Users, based upon the Government's election of the Standard Solution Support Plan or the Premium Solution Support Plan.
- d. In order to purchase the Premium Solution Support Plan or the Signature Solution Support Plan the total purchase price for software license(s) must be a minimum of \$500,000.

Example: Total Purchase Price of Software License(s), inclusive of End User Fees is \$1,780,000. Maintenance plan selected is the Premium Solution Support Plan. The price for 12 months of maintenance would be as follows: (\$1,780,000 x 18%) = \$320,400. The price for 1 month of maintenance would be \$320,400/12 = \$26,700.

- a. **HOW TO USE THE PRICING MATRIX:** The price of the maintenance solution support plan is calculated by taking the total software license(s) price (Column 1) and multiplying it by the percentage (%) for the selected solution support agreement (Column 2, 3, or 4). Percentages are based on a 12 month period.

SIN: 132-34 CLIN: 001	Standard Solution Support Plan	Premium Solution Support Plan	Signature Solution Support Plan
\$ 0 - 999,999	18%	21%	24%
\$ 1,000,000 - 1,999,999	15%	18%	21%
\$ 2,000,000 - 4,999,999	12%	15%	18%
\$ 5,000,000 and up	9%	12%	15%
Purchase Price of Software License(s)			

SOLUTION SUPPORT PLAN PRICES

YM002	Yearly Maintenance of Vantra Inventory Synchronization	qty up to 5 million lines qty up to 10 million lines qty up to 20 million lines qty up to 30 million lines qty up to 40 million lines per each million over 50 plus \$212,321.15
YM003	Yearly Maintenance of Vantra Delivery & Service Scheduling	qty up to 5 million lines qty up to 10 million lines qty up to 15 million lines qty up to 20 million lines qty up to 25 million lines per each 200,000 over 25 million plus \$167,306
YM004	Yearly Maintenance of Vantra Supply Collaboration	qty up to 5 million lines qty up to 10 million lines qty up to 20 million lines qty up to 30 million lines qty up to 40 million lines qty up to 50 million lines per each million over 50 plus \$140,676.22
YM005	Yearly Maintenance of Vantra Logistics Management	qty up to 5 million lines qty up to 10 million lines qty up to 20 million lines qty up to 30 million lines qty up to 40 million lines qty up to 50 million lines per each million over 50 plus \$122,490.44
YM006	Yearly Maintenance of Vantra Reverse Logistics	qty up to 5 million lines qty up to 10 million lines qty up to 15 million lines qty up to 20 million lines qty up to 25 million lines per each million over 25 plus \$120,030.53
YM007	Yearly Maintenance of Vantra Product Management	qty up to 10,000 qty up to 50,000 qty up to 100,000 qty up to 150,000 qty up to 200,000 qty up to 250,000 per each 10,000 items above 250,000 plus \$64,342.07

ATTACHMENT II: DESCRIPTION AND PRICING TRAINING (SIN 132-50)

I. Manugistics University Classroom Training

To be successful, you need in-house expertise on supply chain management, on the Manugistics application, and on delivering results for your organization. Manugistics University provides the curriculum, the instructors, and the training facilities to develop this expertise within your own project team. Manugistics University is equipped to support the global needs of your business. Our instructors have direct consulting experience on all of our applications across many industries. Thousands of students – including Manugistics' clients, consulting partners, and employees – have participated in Manugistics University to gain the expertise and the confidence needed to deliver rapid results.

COURSE INFORMATION AND PRICING

NOTE: Course Content and Objectives for each course can be found at Manugistics University website <http://www.manugistics.com/manuu>.

SIN: 132-50

CLINS: 101-150

Reserved CLIN S– Discontinued/Updated Courses

BP72100	Fundamentals of NetWORKS Strategy 7.2	CLIN 151
Course Length: 3 days	Fee: \$ 2,100.00	GSA Discount: 20% Govt. Fee: \$ 1,692.60
Course Format: Lecture, Hands-on exercises, Pilot, and Exam		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic understanding of logistics and the supply chain • Knowledge of your company's business issues and objectives 		

BP62100	Fundamentals of NetWORKS Strategy 6.2	CLIN 152
Course Length: 3 days	Fee: \$ 2,100.00	GSA Discount: 20% Govt. Fee: \$ 1,692.60
Course Format: Lecture, Hands-on exercises, Pilot, and Exam		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic understanding of logistics and the supply chain • Knowledge of your company's business issues and objectives 		

CS72100	Fundamentals of NetWORKS Collaborate & Monitor 7.2	CLIN 153
Course Length: 3 days	Fee: \$ 2,100.00	GSA Discount: 20% Govt. Fee: \$ 1,692.60
Course Format: Lecture, Hands-on exercises, Pilot and Exam		
Audience: End Users		
Prerequisites: Basic understanding of logistics and supply chain concepts		

DM72101	NetWORKS Demand 7.2 Functionality Upgrade Overview	CLIN 154
Course Length: 1 day	Fee: \$ 700.00	GSA Discount: 20% Govt. Fee: \$ 564.20
Course Format: Lecture and Hands-on exercises		
Audience: End users		
Prerequisites: Knowledge of Client/Server NetWORKS Demand v5.x or v6.x		

DM72102	Common Security Administration for NetWORKS Demand and NetWORKS Fulfillment 7.2	CLIN 155
Course Length: 1 days	Fee: \$700.00	GSA Discount: 20% Govt. Fee: \$ 564.20
Course Format: Lecture and hands-on exercises		
Audience: NetWORKS Demand and/or Fulfillment SuperUsers, Administrators		
Prerequisites:		
<ul style="list-style-type: none"> • At least one of the following <ul style="list-style-type: none"> - NetWORKS Demand - NetWORKS Fulfillment • Understand the concepts of a relational database 		

DM72100	Fundamentals of NetWORKS Demand 7.2	CLIN 156
Course Length: 5 days	Fee: \$ 3,500.00	GSA Discount: 20% Govt. Fee: \$ 2,821.00
Course Format: Lecture, hands-on exercises, and exam		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic understanding of Logistics and Supply Chain Management • Basic understanding of your business issues and objectives 		

DM72201	Focused NetWORKS Demand - NetWORKS Market Manager 7.2	CLIN 157
Course Length: 1 days	Fee: \$ 700.00	GSA Discount: 20% Govt. Fee: \$ 564.20
Course Format: Lecture and Hands-on exercises		
Audience: End Users		
Prerequisites: Knowledge of Client/Server NetWORKS Demand v5.x or v6.x		

DM71100	Fundamentals of NetWORKS Demand 7.1	CLIN 158
Course Length: 5 days	Fee: \$ 3,500.00	GSA Discount: 20% Govt. Fee: \$ 2,821.00
Course Format: Lecture, hands-on exercises, and exam		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic understanding of Logistics and Supply Chain Management • Basic understanding of Microsoft Windows • Basic understanding of your business issues and objectives 		

DM61100	Fundamentals of NetWORKS Demand 6.1.x	CLIN 159
Course Length: 4 days	Fee: \$ 2,800.00	GSA Discount: 20% Govt. Fee: \$2,256.80
Course Format: Lecture, hands-on exercises, and exam		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic understanding of Logistics and Supply Chain Management • Basic understanding of Microsoft Windows • Basic understanding of your business issues and objectives 		

DM61101	Fundamentals of NetWORKS Demand - Extended Edition 6.1.x	CLIN 160
Course Length: 3 days	Fee: \$ 2,100.00	GSA Discount: 20% Govt. Fee: \$ 1,692.60
Course Format: Lecture, hands-on exercises using case study information, and exam		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic conceptual understanding of logistics and supply chain concepts • Understanding of business issues that relate to Demand Planning 		

DM71201	Focused NetWORKS Demand - NetWORKS Market Manager 7.1	CLIN 161
Course Length: 2 days	Fee: \$ 1,400.00	GSA Discount: 20% Govt. Fee: \$ 1,128.40
Course Format: Lecture, Hands-on exercises		
Audience: End users		
Prerequisites: Working knowledge of NetWORKS Demand v7.x		

DM71300	Advanced NetWORKS Demand 7.1	CLIN 162
Course Length: 3 days	Fee: \$ 2,100.00	GSA Discount: 20% Govt. Fee: \$ 1,692.60
Course Format: Lecture, hands-on exercises		
Audience: End users		

DM71300	Advanced NetWORKS Demand 7.1	CLIN 162
Prerequisites:		
<ul style="list-style-type: none"> • Basic conceptual understanding of logistics and supply chain concepts • Understanding of business issues that relate to Demand Planning • Fundamentals of NetWORKS Demand v7.1 • Basic understanding of statistics 		

DM72202	Focused NetWORKS Demand 7.2 Pilot	CLIN 163
Course Length: 2 days	Fee: \$ 1,400.00	GSA Discount: 20%
Govt. Fee: \$ 1,128.40		
Course Format: Lecture, hands-on exercises		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Fundamentals of NetWORKS Demand v7.2 		

DM72300	Advanced NetWORKS Demand 7.2	CLIN 164
Course Length: 3 days	Fee: \$ 2,100.00	GSA Discount: 20%
Govt. Fee: \$ 1,692.60		
Course Format: Lecture, hands-on exercises using case study information		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic conceptual understanding of logistics and supply chain concepts • Understanding of business issues that relate to Demand Planning • Fundamentals of NetWORKS Demand v7.2 • Basic understanding of statistics 		

DM61300	Advanced NetWORKS Demand - Extended Edition 6.1.x- Statistical Forecasting	CLIN 165
Course Length: 2 days	Fee: \$ 1,400.00	GSA Discount: 20%
Govt. Fee: \$ 1,128.40		
Course Format: Lecture, hands-on exercises using case study information		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic conceptual understanding of logistics and supply chain concepts • Understanding of business issues that relate to Demand Planning • NetWORKS Demand Planning Extended Edition 6.1.x 		
Course Availability: Available Upon Request		

FM72101	NetWORKS Fulfillment 7.2 Functionality Upgrade Overview	CLIN 166
Course Length: 1 day	Fee: \$ 700.00	GSA Discount: 20%
Govt. Fee: \$ 564.20		
Course Format: Lecture and Hands-on exercises		

FM72101	NetWORKS Fulfillment 7.2 Functionality Upgrade Overview	CLIN 166
Audience: End users		
Prerequisites: Knowledge of Client/Server NetWORKS Fulfillment v5.x or v6.x		

DM72102	Common Security Administration for NetWORKS Demand and NetWORKS Fulfillment 7.2	CLIN 167
Course Length: 1 day	Fee: \$ 700.00	GSA Discount: 20%
Govt. Fee: \$ 564.20		
Course Format: Lecture and hands-on exercises		
Audience: NetWORKS Demand and/or Fulfillment SuperUsers, Administrators		
Prerequisites:		
<ul style="list-style-type: none"> • At least one of the following <ul style="list-style-type: none"> - NetWORKS Demand - NetWORKS Fulfillment • Understand the concepts of a relational database 		

FM72100	Fundamentals of NetWORKS Fulfillment 7.2	CLIN 168
Course Length: 5 days	Fee: \$ 3,500.00	GSA Discount: 20%
Govt. Fee: \$ 2,821.00		
Course Format: Lecture, Hands-on exercises, and Exam		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic understanding of logistics and the supply chain • Understanding of business issues and objectives 		

FM71100	Fundamentals of NetWORKS Fulfillment 7.1	CLIN 169
Course Length: 5 days	Fee: \$ 3,500.00	GSA Discount: 20%
Govt. Fee: \$ 2,821.00		
Course Format: Lecture, Hands-on exercises, and Exam		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic understanding of logistics and the supply chain • Understanding of business issues and objectives 		

FM61100	Fundamentals of NetWORKS Fulfillment 6.1.x	CLIN 170
Course Length: 4 days	Fee: \$ 2,800.00	GSA Discount: 20%
Govt. Fee: \$ 2,256.80		
Course Format: Lecture, Hands-on exercises, and Exam		
Audience: End users		

FM61100	Fundamentals of NetWORKS Fulfillment 6.1.x	CLIN 170
Prerequisites:		
<ul style="list-style-type: none"> • Basic understanding of logistics and the supply chain • Understanding of business issues and objectives 		

FM72300	Advanced NetWORKS Fulfillment 7.2 – Deployment	CLIN 171
Course Length: 2 days	Fee: \$ 1,400.00	GSA Discount: 20%
Govt. Fee: \$ 1,128.40		
Course Format: Lecture, Hands-on exercises, and Exam		
Audience: End users		
Prerequisites:		
<ul style="list-style-type: none"> • Fundamentals of NetWORKS Fulfillment v7.2 • Working knowledge of the Manugistics Web User Interface • Basic understanding of logistics and the supply chain • Understanding of business issues and objectives 		

DM71102	Common Security Administration for NetWORKS Demand and NetWORKS Fulfillment 7.1	CLIN 172
Course Length: 1 day	Fee: \$ 700.00	GSA Discount: 20%
Govt. Fee: \$ 564.20		
Course Format: Lecture and hands-on exercises		
Audience: NetWORKS Demand and/or Fulfillment SuperUsers, Administrators		
Prerequisites:		
<ul style="list-style-type: none"> • At least one of the following <ul style="list-style-type: none"> – NetWORKS Demand – NetWORKS Fulfillment • Understand the concepts of a relational database 		

FM71200	Focused NetWORKS Fulfillment 7.1 – Constrained Production Planning (CPP)	CLIN 173
Course Length: 2 days	Fee: \$ 1,400.00	GSA Discount: 20%
Govt. Fee: \$ 1,128.40		
Course Format: Lecture and Hands-on exercises using case study information		
Audience: End users		

FM71200	Focused NetWORKS Fulfillment 7.1 – Constrained Production Planning (CPP)	CLIN 173
Prerequisites:		
<ul style="list-style-type: none"> • Fundamentals of NetWORKS Fulfillment v7.0 or v7.1 • Working knowledge of the Manugistics Web User Interface • Basic understanding of logistics and the supply chain <p>Understanding of business issues and objectives</p>		

FM71300	Advanced NetWORKS Fulfillment 7.1 – Deployment	CLIN 174
Course Length: 2 days	Fee: \$ 1,400.00	GSA Discount: 20%
Govt. Fee: \$ 1,128.40		
Course Format: Lecture, Hands-on exercises, and Exam		
Audience: Experienced users that are familiar with basic Deployment functionality		
Prerequisites:		
<ul style="list-style-type: none"> • Fundamentals of NetWORKS Fulfillment v7.0 or v7.1 • Working knowledge of the Manugistics Web User Interface • Basic understanding of logistics and the supply chain • Understanding of business issues and objectives 		

FM71301	Advanced NetWORKS Fulfillment 7.1 – Distribution	CLIN 175
Course Length: 2 days	Fee: \$ 1,400.00	GSA Discount: 20%
Govt. Fee: \$ 1,128.40		
Course Format: Lecture, Hands-on exercises, and Exam		
Audience: Experienced users that are familiar with basic Distribution functionality		
Prerequisites:		
<ul style="list-style-type: none"> • Fundamentals of NetWORKS Fulfillment v7.0 or v7.1 • Working knowledge of the Manugistics Web User Interface • Basic understanding of logistics and the supply chain • Understanding of business issues and objectives 		

LM71100	Fundamentals of NetWORKS Transport 7.1	CLIN 176
Course Length: 5 days	Fee: \$ 3,500.00	GSA Discount: 20%
Govt. Fee: \$ 2,821.00		
Course Format: Lecture and Hands-on exercises using case study information		
Audience: End-users		

LM71100	Fundamentals of NetWORKS Transport 7.1	CLIN 176
Prerequisites:		
<ul style="list-style-type: none"> • Understanding of your business' objectives • High-level understanding of the Transportation industry • Familiarity with a personal computer and mouse 		

LM71101	Fundamentals of NetWORKS Freight Payment 7.1	CLIN 177
Course Length: 2 days	Fee: \$ 1,400.00	GSA Discount: 20%
Govt. Fee: \$ 1,128.40		
Course Format: Lecture and hands-on exercises using case study information		
Audience: End-users		
Prerequisites:		
<ul style="list-style-type: none"> • Completion of NetWORKS Transport Part 1 • Basic understanding of Supply Chain concepts • High-level understanding of the Transportation Industry 		

LM71102	Fundamentals of NetWORKS Delivery Management v7.1	CLIN 178
Course Length: 1 day	Fee: \$ 700.00	GSA Discount: 20%
Govt. Fee: \$ 564.20		
Course Format: Lecture and Hands-on exercises		
Audience: End Users		
Prerequisites:		
<ul style="list-style-type: none"> • Concepts, terminology and workings of the delivery managment and fulfillment processes • Knowledge of working in a web-based application 		

LM71200	Focused NetWORKS Transport 7.1 – Resources	CLIN 179
Course Length: 1 day	Fee: \$ 700.00	GSA Discount: 20%
Govt. Fee: \$ 564.20		
Course Format: Lecture and Hands-on exercises using case study information		
Audience: End-users		
Prerequisites:		
<ul style="list-style-type: none"> • Fundamentals of NetWORKS Transport or NetWORKS Transport Part I • Strong understanding of logistics and the supply chain • Detailed understanding of the NetWORKS Transport processes 		

LM71201	Common Security Application (CSA) Concepts for Logistics Management Solutions 7.1	CLIN 180
Course Length: 1 day	Fee: \$ 700.00	GSA Discount: 20%
Govt. Fee: \$ 564.20		
Course Format: Lecture and Hands-on exercises		
Audience: End-users		

LM71201	Common Security Application (CSA) Concepts for Logistics Management Solutions 7.1	CLIN 180
Prerequisites:		
<ul style="list-style-type: none"> • At least one of the following <ul style="list-style-type: none"> – Fundamentals of NetWORKS Transport or NetWORKS Transport Part I – Fundamentals of NetWORKS Freight Payment – Logistics Management Communication - NetWORKS Transport, Monitor, and Carrier • Understand the concepts of a relational database 		

LM71202	Logistics Management Communication – NetWORKS Transport, Monitor and Carrier 7.1	CLIN 181
Course Length: 2 days	Fee: \$ 1,400.00	GSA Discount: 20%
Govt. Fee: \$ 1,128.40		
Course Format: Lecture and Hands-on exercises using case study information		
Audience: End-users		
Prerequisites:		
<ul style="list-style-type: none"> • Completion of Fundamentals NetWORKS Transport or NetWORKS Transport Part I • Basic understanding of Supply Chain concepts • High-level understanding of the Transportation Industry 		

LM7X300	Advanced NetWORKS Transport 7.x – Location-Level Modeling	CLIN 182
Course Length: 2 days	Fee: \$ 1,400.00	GSA Discount: 20%
Govt. Fee: \$ 1,128.40		
Course Format: Lecture and hands-on exercises using case study information		
Audience: End-users		
Prerequisites:		
<ul style="list-style-type: none"> • Fundamentals of NetWORKS Transport or NetWORKS Transport Part I • Strong understanding of logistics and the supply china • Detailed understanding of the NetWORKS Transport processes 		

LM7X301	Advanced NetWORKS Transport 7.x – Configuration and the Problem Solver	CLIN 183
Course Length: 2 days	Fee: \$ 1,400.00	GSA Discount: 20%
Govt. Fee: \$ 1,128.40		
Course Format: Lecture and hands-on exercises using case study information		
Audience: End-users		

Prerequisites:

- NetWORKS Transport Fundamentals or NetWORKS Transport Part I
- Strong understanding of logistics and the supply chain
- Detailed understanding of the NetWORKS Transport processes

MM72100

Fundamentals of NetWORKS Master Planning 7.2

CLIN 184

Course Length: 5 days**Fee:** \$ 3,500.00**GSA Discount:** 20%**Govt. Fee:** \$ 2,821.00**Course Format:** Lecture, Hands-on exercises, Case Study, and Exam**Audience:** Super Users and End users**Prerequisites:**

- Basic understanding of logistics and the supply chain
- Understanding of your business issues and objectives

MM712100

Fundamentals of NetWORKS Sequencing 7.1.2

CLIN 185

Course Length: 5 days**Fee:** \$ 3,500.00**GSA Discount:** 20%**Govt. Fee:** \$ 2,821.00**Course Format:** Lecture, Hands-on exercises, and Exam**Audience:** Implementation team members (for example, consultants) who need to create functional models in the software as well as evaluate final schedules for feasibility.

NOTE: Technical staff will benefit from attending the full course. Project managers and higher level managers will benefit from days 1 and 2.

Prerequisites:

- Manugistics Supply Chain Management Overview, offered through Manugistics University, or equivalent experience
- Familiarity with a windowed environment
- Understanding of basic concepts of manufacturing scheduling and logistics is beneficial

MM712300

Advanced NetWORKS Sequencing 7.1.2

CLIN 186

Course Length: 3 days**Fee:** \$ 2,100.**GSA Discount:** 20%**Govt. Fee:** \$ 1,692.60**Course Format:** Lecture, Hands-on exercises**Audience:** Consultants, implementation team members, and client super-users who need to create and maintain detailed functional models in the software.

MM712100	Fundamentals of NetWORKS Sequencing 7.1.2	CLIN 185
Prerequisites:		
<ul style="list-style-type: none"> • Fundamentals of NetWORKS Sequencing training course • Manugistics Supply Chain Management Overview, offered through Manugistics University, or equivalent experience • Familiarity with a windowed environment • Understanding of basic concepts of manufacturing scheduling and logistics is beneficial 		

SM72100	Fundamentals of NetWORKS Supply 7.2	CLIN 187
Course Length: 5 days	Fee: \$ 3,500.00	GSA Discount: 20% Govt. Fee: \$ 2,821.00
Course Format: Lecture, Hands-on exercises, and Exam		
Audience: Implementation team members (for example, consultants) who need to create functional models in the software as well as evaluate final schedules for feasibility.		
NOTE: Technical staff will benefit from attending the full course. Project managers and higher level managers will benefit from days 1 and 2.		

VB71100	Fundamentals of NetWORKS Analytics 7.1 (formerly known as NetWORKS ONEview)	CLIN 188
Course Length: 4 days	Fee: \$ 2,800.00	GSA Discount: 20% Govt. Fee: \$ 2,256.80
Course Format: Lecture and hands-on exercises		
Audience: Super users and end users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic understanding of logistics and the supply chain • Understanding of your business issues and objectives • Basic understanding of business metrics 		

VB71101	Fundamentals of NetWORKS Reporting 7.1	CLIN 189
Course Length: 3 days	Fee: \$ 2,100.	GSA Discount: 20% Govt. Fee: \$ 1,692.60
Course Format: Lecture and hands-on exercises		
Audience: Super users and end users		
Prerequisites:		
<ul style="list-style-type: none"> • Basic understanding of logistics and the supply chain • Understanding your business issues and objectives • Basic understanding of your reporting objectives 		

TC72104	WebWorks Foundation 7.2 – Technical Training	CLIN 190
Course Length: 3 days	Fee: \$ 2,250.00	GSA Discount: 20% Govt. Fee: \$ 1,813.50

TC72104	WebWorks Foundation 7.2 – Technical Training	CLIN 190
Course Format: Lecture and Hands-on exercises		
Audience: Technical support personnel such as DBA, System Admin, Developer, Web Admin		
Prerequisites: Attendees should have an understanding of web technology, operating systems (WinNT/2000 and Unix), and Oracle databases		

TC71104	WebWorks Foundation 7.1 – Technical Training	CLIN 191
Course Length: 3 days	Fee: \$ 2,250.00	GSA Discount: 20%
Govt. Fee: \$ 1,813.50		
Course Format: Lecture and Hands-on exercises		
Audience: Technical support personnel such as DBA, System Admin, Developer, Web Admin		
Prerequisites: Attendees should have an understanding of web technology, operating systems (WinNT/2000 and Unix), and Oracle databases		

TC71102	NetWORKS Transport 7.1 – Technical Training	CLIN 192
Course Length: 2 days	Fee: \$ 1,500.	GSA Discount: 20%
Govt. Fee: \$ 1,209.00		
Course Format: Lecture and Hands-on exercises		
Audience: Technical support personnel such as DBA, System Admin, and Developer		
Prerequisites:		
<ul style="list-style-type: none"> • Knowledge of basic operating systems • Knowledge of basic relational databases (Oracle) • Systems administration experience 		

TC72103	SCPO 7.2 – Technical Training	CLIN 193
Course Length: 3 days	Fee: \$ 2,250.00	GSA Discount: 20%
Govt. Fee: \$ 1,813.50		
Course Format: Lecture and Hands-on exercises		
Audience: Technical support personnel such as DBA, System Admin, and Developer, Web Admin		
Prerequisites:		
<ul style="list-style-type: none"> • Knowledge of basic operating systems • Knowledge of basic relational databases (Oracle) • Systems administration experience 		

TC71103	SCPO 7.1 – Technical Training	CLIN 194
Course Length: 3 days	Fee: \$ 2,250.	GSA Discount: 20%
Govt. Fee: \$ 1,813.50		
Course Format: Lecture and Hands-on exercises		
Audience: Technical support personnel such as DBA, System Admin, and Developer, Web Admin		

Prerequisites:

- Knowledge of basic operating systems
- Knowledge of basic relational databases (Oracle)
- Systems administration experience

ADDITIONAL INFORMATION FOR COURSES:

- a. Pricing is for training that is offered at a Manugistics Training Facility. Unless otherwise stated, attendance for each course offered at a Manugistics Training Facility is limited to twelve (12) attendees. Course location and schedule of classes can be found on the World Wide Web at the following address: www.manugistics.com/manuuu/ or by calling: 301-255-5100 for further assistance.
- b. On-Site (Client) Training is available. All courses offered by Manugistics University may also be taught at a client site location with a minimum of five (5) participants per course. The Government shall reimburse Manugistics for all reasonable living and travel expenses incurred in connection with providing on-site training and out-of-pocket expenses associated with the provisions of such services. Government shall also pay travel time related to any intercontinental travel by Manugistics' employees performing training services.

II. MANUGISTICS SUPPLY CHAIN LIBRARY

Comprised of Procedure Packs and Classware, Manugistics' Supply Chain Library is a fully customizable training tool that saves you time, money, and effort – and boosts your productivity dramatically. The best learning takes place when students can understand and relate to the materials they are given. Supply Chain Library offers customized materials that provide that relevance.

With Supply Chain Library, you can customize the training material that best fits your business practices in a fraction of the time it would take to build new courses yourself. The Supply Chain Library also enables you to:

- ◆ Use your own network and database to build exercises.
- ◆ Incorporate your agency's best business practices as "standard operating procedures."
- ◆ Add agency-specific examples and explanations that incorporate your business issues.
- ◆ Develop user-specific reference tools.
- ◆ Teach in smaller segments, in workshops that specifically address your agency's decision-making process.
- ◆ Develop a fast track to launching your implementation.

And, if your project team doesn't have the time to tailor your training, our Manugistics consultants and instructional designers will work with you to build a superior user performance support program that meets your specific agency planning process needs.

Whether it's Classware or Procedure Pack, the client receives everything needed to develop customized, business-specific classroom materials and procedure manuals. With each component the client gets:

- ◆ One bound copy
- ◆ One "copy ready" copy
- ◆ One set of diskettes with the source word process files (Microsoft Word, Version 6)
- ◆ The right to photocopy the material for internal use (Manugistics retains the copyright)
- ◆ The right to customize the material to your unique implementation.

A. CLASSWARE

Classware is a comprehensive curriculum of user-oriented course material to be used in conjunction with a consultant's delivery of classroom training. It enables the client to build custom end-user, instructor-led training, and license Manugistics' materials for their internal use. The following classware modules are available:

CLIN	CLASSWARE MODULE	PRICE
500	CORE COURSES (Supply Chain Management, Desktop Customization, and System Administration)	\$ 9,672
501-512	<i>Deleted Items Reserved</i>	
513	NetWORKS Transport	\$12,090.00
514	NetWORKS Transport - Execution Manager and NetWORKS Carrier	\$ 8,060.00
515	NetWORKS Freight Payment	\$ 8,060.00
516	Version 7.0 Fundamentals of NetWORKS Freight Payment	\$ 8,060.00
517	Version 7.0 Fundamentals of NetWORKS Transport and Focused NetWORKS Transport Web	\$16,120.00
518	Version 7.0 Advanced NetWORKS Transport	\$12,090.00
519	Version 7.0 Focused NetWORKS Transport - Execution Manager and NetWORKS Carrier	\$ 8,060.00
520	Version 7.0 Common Security Model (CSM) Concepts for Global Logistics Solutions	\$ 4,030.00
521	Version 7.1 Logistics Management Communication - NetWORKS Transport, Monitor and Carrier	\$ 8,060.00
522	Version 7.1 Common Security Administration for Logistics Management Solutions	\$ 4,030.00
523	Logistics Management Version 7.1 Fundamentals of NetWORKS Freight Payment	\$ 8,060.00
524	Logistics Management Version 7.1 Fundamentals of NetWORKS Transport	\$16,120.00
525	Logistics Management Version 7.1 Advanced NetWORKS Transport - Configuration and the Problem Solver	\$ 8,060.00
526	Logistics Management Version 7.1 Advanced NetWORKS Transport - Location-Level Modeling	\$ 8,060.00
527	Fundamentals of NetWORKS Analytics (ONEview) - Navigation Ver 6.2, 7.0, 7.1	\$ 8,060.00
528	Fundamentals of NetWORKS Analytics (ONEview) - Ver 7.0, 7.1	\$ 8,060.00
529	NetWORKS Attribute Based Planning Ver. 6.5	\$12,090.00
530	NetWORKS Collaborate Ver. 7.1	\$ 8,060.00
531	NetWORKS Collaborate/Monitor/Market Manager Ver 6.2.3, 7.0, 7.0.1	\$ 8,060.00
532	NetWORKS Market Manager Ver. 7.1	\$ 8,060.00
533	NetWORKS Market Manager for NetWORKS Demand Ver. 7.1	\$ 4,030.00
534	NetWORKS Monitor for NetWORKS Collaborate & NetWORKS Market Manager Ver. 7.1	\$ 4,030.00
535	NetWORKS Monitor for NetWORKS Delivery Management	\$ 4,030.00
536	NetWORKS Component Management Ver 6.2	\$ 8,060.00
537	NetWORKS Delivery Management Ver. 6.2.3, 7.0.1, 7.1	\$ 8,060.00
538	NetWORKS Demand Version 6.x Statistical Forecasting and Judgment Forecasting	\$16,120.00
539	NetWORKS Demand Version 6.x Demand Planning Extended Edition (DPEE)	\$ 8,060.00
540	NetWORKS Demand Version 7.1 Fundamentals of NetWORKS Demand	\$12,090.00
541	NetWORKS Demand Version 7.1 Common Security Administration for	\$ 4,030.00

	NetWORKS Demand and NetWORKS Fulfillment	
542	NetWORKS Demand Version 7.1 NetWORKS Market Manager for NetWORKS Demand	\$40,200.00
543	NetWORKS Fulfillment Version 6.x Distribution Planning	\$ 8,060.00
544	NetWORKS Fulfillment Version 6.x Deployment	\$ 8,060.00
545	NetWORKS Fulfillment Version 6.x Advanced NetWORKS Fulfillment – Deployment	\$ 8,060.00
546	NetWORKS Fulfillment Version 6.x Focused NetWORKS Fulfillment - Constrained Production Planning (CPP)	\$ 8,060.00
547	NetWORKS Fulfillment Version 7.1 Fundamentals of NetWORKS Fulfillment - Deployment	\$ 8,060.00
548	NetWORKS Fulfillment Version 7.1 Fundamentals of NetWORKS Fulfillment - Distribution Planning	\$ 8,060.00
549	Common Security Administration for NetWORKS Demand and NetWORKS Fulfillment Version 7.1	\$ 4,030.00
550	Advanced NetWORKS Fulfillment - Deployment Version 7.1	\$ 8,060.00
551	Focused NetWORKS Fulfillment - Constrained Production Planning (CPP) Version 7.1	\$ 8,060.00
552	NetWORKS Master Planning Ver 6.x	\$ 8,060.00
553	NetWORKS Production Planning Ver 6.2	\$ 8,060.00
554	NetWORKS Production Scheduling Ver 6.2	\$ 8,060.00
555	Fundamentals of NetWORKS Sequencing Ver. 6.3, 7.1, 7.1.1	\$12,090.00
556	Advanced NetWORKS Sequencing Ver. 6.3, 7.1, 7.1.1	\$ 8,060.00
557	NetWORKS Sourcing Ver. 6.2	\$ 8,060.00
558	NetWORKS Strategy Ver. 6.2	\$ 8,060.00
559	NetWORKS Supply Ver. 6.1	\$ 8,060.00
560	Supply Chain Management (SCM)	\$ 4,030.00
561	VIEWpoint Ver. 6.1, 6.2	\$ 8,060.00
562	VIEWpoint Web Customization Ver 7.0x	\$ 8,060.00

NOTES:

- a. The CORE COURSES Classware Module (CLIN 500) must be purchased either in conjunction with another module or before the purchase of a module.
- b. The pricing above is based on the individual purchase of modules. If at time of purchase additional modules are ordered, the following discount may apply:

<u>Number of Modules</u>	<u>Pricing Scheme</u>	<u>Maximum Discount</u>
1	Core + Module	7.5%
2	Additional Module	7.5%
3	Additional Module	7.5%
4 +	Additional Module	15 %

- c. Purchase the 5 Logistics Management Solutions 7.1 modules (CLINS 521-526) and receive Common Security Administration for logistics Management Solutions and a 25% discount off the total original price.
- d. Purchase Collaborate/Monitor/Market Manager 7.1 modules (CLINS 530, 532, 534) and receive a 25% discount off the total original price.

B. PROCEDURE PACK

Procedure Pack is a collection of templates that support business processes and task execution within Manugistics software. It enables the client to quickly build and deliver custom, end-user procedure manuals to be used outside the classroom as a reference.

CLIN	ITEM	QUANTITY	PRICE
600	Procedure Pack	1	\$ 12,090

NOTES:

- a. Pricing above is based on the individual purchase of modules. If at time of purchase additional modules are ordered the following discounts may apply:

Number of Modules

Maximum Discount

1 - 2
3 or More

7.5%
15%



SMARTBUY AGREEMENT PERPETUAL SOFTWARE LICENSES and MAINTENANCE OF GENERAL PURPOSE INFORMATION TECHNOLOGY SOFTWARE

I. PERPETUAL SOFTWARE LICENSES

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) Contract Number(s) **GS-35F-0388K**, Manugistics, Inc. agrees to the following terms of a SmartBuy Agreement with the General Services Administration (GSA). All orders placed against the SmartBuy Agreement are subject to the terms and conditions of the GSA FSS Contract.

- (1) **Products/Services Available.** Except for the Yantra Software under SIN 132-33 and 132-34 identified as YPXXX or YMXXX, ALL Manugistics, Inc. products/services listed under Contract: GS-35-F-0388K may be ordered under this SmartBuy Agreement. Products/Services available for ordering include the following Special Item Numbers (SINs):

SIN 132-33: Perpetual Software Licenses

SIN 132-34: Maintenance

Specific products/services associated with each respective SIN are listed in Manugistics, Inc. GSA Schedule Price List. Products and Services may be found at Attachments I through III of Manugistics, Inc. GSA Price List.

- (2) **Pricing.** The unit prices and rates for this SmartBuy Agreement will be based on the GSA Contract pricing in effect at the time the order is placed.
- (3) **Discount from Price List.** In this SmartBuy Agreement, Manugistics is providing a 25% discount off of the prices listed in the above-referenced GSA Contract when orders exceed the Maximum Order Limitation for the SIN areas identified above.

II. PERPETUAL SOFTWARE LICENSES - SOLUTION BUNDLES

In this Enterprise Software SmartBuy Agreement, Manugistics is providing the option to license 'solution bundles,' which are groups of modules that apply to certain types of programs/projects. These solution bundles are designed to ensure that the program/project has access to the broad range of capabilities that may be required for implementation. The intent is to facilitate successful implementations, even if additional requirements are identified beyond the initial planning phase. These solution bundles are provided at a discount of 15% off of the combined price for the modules included in the bundle from the GSA price list included above. This discount is in incremental to the 25% discount off of the module prices as described in Section I above. The software modules contained in these solution bundles are configured at the time of purchase by the customer and Manugistics after consideration of the business needs of the programs/projects and will in all cases be at the discount provided above when compared to individual module purchases. These solution bundles fall into five broad categories as follows:

A. Materials Planning and Distribution Management

The Manugistics Materials Planning and Distribution Management solution is a configured solution portfolio designed to plan and optimize the replenishment and deployment of items across a complex supply chain network. The solution includes a suite of forecasting algorithms that drive demand plans based on historical usage which are then matched against replenishment plans to correctly place inventory ahead of actual demand. At a strategic level, the solution includes network design and demand flow analysis that help supply chain decision makers determine facility placement and product sourcing and distribution in a constrained environment (budget, lead-times, resources, transportation, etc.). The software modules contained in this solution may include but are not limited to the following: Networks Demand, Fulfillment, Master Planning, Collaborate, Monitor, Visibility, Delivery Management, Reporting, Analytics, Transport. Software modules may be substituted during time of configuration based on a specific clients solution.

B. Materials Planning, Distribution Management and Spares Planning

In an spares environment where a majority of items exhibit very lumpy or sporadic demand patterns, the Manugistics Materials Planning and Distribution Management solution portfolio is extended to include forecasting for such items. The solution includes complex mathematical algorithms that are used to incorporate external factors such as usage data, engineering data and failure rates to forecast demand for slow movers. Additional capabilities include Repair vs. Buy logic, shop floor scheduling and statistical analysis for failure data, lead times, etc. The software modules contained in this solution may include but are not limited

to the following: those contained in the Materials Planning and Distribution Management and Stat Graphics, Production Scheduling, Sequencing, Supply. Software modules may be substituted during time of configuration based on a specific clients solution

C. Global Transportation Management

The Manugistics Global Logistics Management solution portfolio allows for simultaneous planning and optimization of both inbound and outbound transportation loads. That is, the scheduling of purchase orders from suppliers and delivery orders to customers such that the utilization of vehicles – truck loads, air freight, rail car or ship containers – are maximized. The solution contains within it intelligent engines that automatically evaluate complex criteria for determining the best shipping option, considering factors such as historical performance, value of the shipment, criticality to the mission, and transport costs. The software modules contained in this solution may include but are not limited to the following: Networks Transport, Freight Pay, Carrier, Order Management, Delivery Management. Software modules may be substituted during time of configuration based on a specific clients solution

D. Maintenance Repair and Overhaul

The Manugistics Maintenance Repair and Overhaul solution portfolio provides Comprehensive Operational Management Software for Organizations that Repair, Overhaul, Maintain, Upgrade or Modify Complex Equipment. The solution includes capabilities required for Asset Tracking, Induction and Disposition, Repair Replace and Rebuild Management, Resource Planning and Financial Management. The software modules contained in this solution may include but are not limited to the following: Networks MTO, MRO, Supply, Collaborate, Reporting, Analytics, Production Scheduling, Sequencing. Software modules may be substituted during time of configuration based on a specific clients solution.

E. Configurable Solution Bundle and Advanced Concept Demonstration Technology Pricing

Manugistics will also provide the solution bundle discount to the licensee off of the combined price for any bundle of five or more modules from the list, provided all modules are licensed at the same time.

III. SUITE USER PRICING

Manugistics' GSA Contract contains descriptions and prices for Manugistics Suite Users. Manugistics is providing a 55% discount off of the applicable Suite User Price for 1-500 users and a 65% discount for 500-1,000 users.

IV. DISCOUNTS FOR CUMULATIVE PURCHASES – ENTERPRISE WIDE SAVINGS

SOFTWARE LICENSE DISCOUNT

In this SmartBuy agreement, Manugistics is providing incremental discounts on software based on cumulative purchases across the Federal Government. Dollars counting toward the cumulative purchase discount levels will include software license fees only, and will exclude Solution Support/Maintenance and Professional Services fees. These discounts are incremental to the discounts included in Sections I, II above. These discounts apply to the licensing of software modules only, and exclude the Suite User Pricing described in Section III above. The cumulative purchase discount levels are as follows:

Category	Cumulative Software Purchases	Discount
1	\$ 0 - \$ 49,999,999	2%
2	\$ 50,000,000 - \$ 74,999,999	3%
3	\$ 75,000,000 - \$ 99,999,999	4%
4	\$100,000,000 - \$124,999,999	5%
5	\$125,000,000 - \$149,999,999	6%
6	\$150,000,000 -	7%

MAINTENANCE (SOLUTION SUPPORT) DISCOUNT

Manugistics solution support pricing is as follows:

	SIN: 132-34 CLIN: 001	SIN: 132-34 CLIN: 002	SIN: 132-34 CLIN: 003
Purchase Price of Software License(s)	Standard Solution Support Plan	Premium Solution Support Plan	Signature Solution Support Plan
\$ 0 – 999,999	18%	21%	24%
\$ 1,000,000 – 1,999,999	15%	18%	21%
\$ 2,000,000 – 4,999,999	12%	15%	18%
\$ 5,000,000 and up	9%	12%	15%

HOW TO USE THE PRICING MATRIX: The price of the maintenance solution support plan is calculated by taking the total software license(s) price (Column 1)

and multiplying it by the percentage (%) for the selected solution support agreement (Column 2, 3, or 4). Percentages are based on a 12 month period.

Manugistics is offering an enterprise wide savings on solution support for cumulative agency and or individual state or local buys. The cumulative software purchase price of any given agency and or each individual state or local government may be used to calculate the percentage applied to the total software purchase of each buyer to determine the price of the solution support plan. The total software sales shall be determined on a per plan basis.

ATTACHMENT III: DESCRIPTION AND PRICING INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (SIN 132-51)

Manugistics provides full service global consulting and software development services to ensure that you make the most of your investment in supply chain solution software and optimize results for your operation. Our consultants can assist you with determining the best practices in supply chain management for your industry, identifying performance indicators to measure results, the hardware and network infrastructure to put in place to ensure long-term scalability and on how to train your employees.

Our software development services include designing tailored features and capabilities that are considered additions to our products, and tuning and tailoring services to assist you in determining how best to use algorithms to meet your business process needs.

With over 200 consultants in-house, and over 700 available through our subcontracting and consulting relationships, Manugistics delivers rapid results to companies and organizations of all sizes, in all industries, and in all stages of supply chain management maturity.

APPLICATIONS GROUP

**SIN: 132-51, CLIN: 001
VICE PRESIDENT/DIRECTOR**

Rate: \$ 306.64/Hr.

Minimum/General Experience: Ten (10) plus years in the software industry with at least five (5) years experience in consulting. Extensive knowledge of global supply chain management issues and strategies. Demonstrated experience successfully managing a team of consultants working on consulting projects addressing the reengineering of supply chain decision support processes. Proven ability to work effectively in geographically distributed and diverse team environment. Must possess excellent organizational, analytical and communication skills. Proven ability to lead organizations through change.

Functional Responsibility: Responsible for ensuring that a quality solution is provided to the client. Responsible for scope definition and scope change approval for all projects. Provide quality assurance for all client project work. Member of client project Executive Steering Committee.

**SIN: 132-51, CLIN: 002
PRACTICE MANAGER**

Rate: \$ 282.10/Hr.

Minimum/General Experience: Extensive knowledge of global supply chain management issues and strategies. Demonstrated experience successfully managing a team of consultants working on consulting projects addressing the reengineering of supply chain decision support processes. Outstanding interpersonal and communication skills as demonstrated by multiple successful levels of client interaction and management. Comprehensive knowledge of multiple modules of Manugistics application software. Demonstrated experience in facilitation skills and effectively conducting all aspects of client projects. Capability to articulate and execute all aspects of RD Map, Maintain Client Relationship and Critical Situation Management processes.

Functional Responsibility: Provide consulting services in areas of project planning, operational analysis, industry/supply chain leading practices and change management. Assist in customization and application of Manugistics RD Map methodology as appropriate to client project. Provide management support to project manager to ensure quality implementations and client satisfaction. Educate clients on Manugistics implementation services and methodologies.

SIN: 132-51, CLIN: 003
PROJECT MANAGER

Rate: \$ 265.98/Hr.

Minimum/General Experience: Minimum on one (1) year experience successfully implementing Manugistics solutions with multiple client experiences. Extensive knowledge of global supply chain management issues and strategies. Demonstrated experience successfully managing a team of consultants working on consulting projects addressing the reengineering of supply chain decision support processes. Outstanding interpersonal and communication skills focused on multiple levels of client management. Comprehensive knowledge of multiple modules of Manugistics application software.

Functional Responsibility: Use the project methodology to implement solutions to address client project business objectives and priorities as they relate to Supply Chain Management. Review design specification of upcoming software releases, especially those areas specifically targeted to client's needs. Ensure that solution design and delivery is consistent with business objectives of the project, and employ best practices. Provide overall project leadership in terms of resource allocation and utilization, critical issues management, scope control and risk analysis specific to the implementation of Manugistics software. Facilitate critical project meetings, as the project requires.

SIN: 132-51, CLIN: 004
SENIOR APPLICATION SYSTEMS ANALYST

Rate: \$ 229.71/Hr.

Minimum/General Experience: Knowledge of global supply chain management issues and strategies. Demonstrated ability to effectively conduct a track of (Demand, Supply, Manufacturing or Transportation) Manugistics application training courses. Possesses outstanding interpersonal and communication skills. Thorough understanding of configuration, prototype, and pilot components of the RD Map Implementation Process. Ability to customize procedure packs for client end users. Excellent knowledge of PC applications. Knowledge of Client-server concepts.

Functional Responsibility: Guide client execution of configuration, training, prototype, and pilot activities for individual supply chain management implementation tracks (supply, demand, manufacturing or transportation focus). Participate in client process to deliver business objectives and priorities as they relate to the management of the supply chain.

SIN: 132-51, CLIN: 005
APPLICATION SYSTEMS ANALYST

Rate: \$ 189.41/Hr.

Minimum/General Experience: Knowledge of global supply chain management issues and strategies. Demonstrated ability to effectively conduct a track of (Demand, Supply, Manufacturing or Transportation) Manugistics application training courses.

Functional Responsibility: Guide client execution of configuration, training, prototype, and pilot activities for individual supply chain management implementation tracks (supply, demand, manufacturing or transportation focus). Participate in client process to deliver business objectives and priorities as they relate to the management of the supply chain.

ENGINEERING GROUP

SIN: 132-51, CLIN: 006
MANAGER (Software Development)

Rate: \$ 249.86/Hr.

Minimum/General Experience: Requires nine plus years application development experience. Skills in COBRA, MFC, JAVA and distributed object architectures are desired.

Functional Responsibility: Responsible for leading a team of software developers in the development of the Manugistics Products. In this role, the lead developer is responsible for the design, development and architect of the product. Developer should have a strong background in development tools and other software development toolkits.

SIN: 132-51, CLIN: 007
LEAD SOFTWARE DEVELOPER

Rate: \$ 229.71/Hr.

Minimum/General Experience: Requires nine plus years application development experience. Skills in COBRA, MFC, JAVA and distributed object architectures are desired.

Functional Responsibility: Responsible for leading a team of software developers in the development of the Manugistics Products. In this role, the lead developer is responsible for the design, development and architect of the product. Developer should have a strong background in development tools and other software development toolkits.

SIN: 132-51, CLIN: 008
SENIOR SOFTWARE DEVLEOPER

Rate: \$ 197.47/Hr.

Minimum/General Experience: Requires five to eight years' application development experience. Skills in COBRA, MFC, JAVA and distributed object architectures are desired.

Functional Responsibility: Works on a team of software developers in the development of the Manugistics Products. In this role, the senior developer is responsible for the design, development and architect of the product. Developer should have a strong background in development tools and other software development toolkits.

SIN: 132-51, CLIN: 009
SOFTWARE DEVELOPER

Rate: \$ 165.23/Hr.

Minimum/General Experience: Requires one to five years' application development experience. Skills in COBRA, MFC, JAVA and distributed object architectures are desired.

Functional Responsibility: Works on a team of software developers in the development of the Manugistics Products. In this role, developer is responsible for development of the product. Developer should have a strong background in development tools and other software development toolkits.

TECHNICAL GROUP

SIN: 132-51, CLIN 010
TECHNICAL PRACTICE MANAGER

Rate: \$ 282.10/Hr.

Minimum/General Experience: Extensive knowledge of global supply chain management technical issues and strategies. Demonstrated experience successfully managing a team of technical consultants working on consulting projects addressing the reengineering of a supply chain decision support processes. Outstanding interpersonal and communication skills as demonstrated by multiple successful levels of client interaction and management. Comprehensive technical knowledge of multiple modules of Manugistics application software. Demonstrated experience in facilitation skills and effectively conducting all technical aspects of client projects.

Functional Responsibility: Responsible for leading a team of technical consultants in the implementation of Manugistics Products. Responsible for the technical aspects of each implementation phase. Lead technical implementation of Manugistics client/server software and underlying systems software. This role has a focus on technical project management, technical planning, developing hardware and software architectural recommendations, technical issue management, risk avoidance/management, project staffing, and technical client management.

SIN 132-51, CLIN 011
SENIOR INTEGRATION ANALYST

Rate: \$ 229.71/Hr.

Minimum/General Experience: Five plus years in software industry with at least three years experience in consulting. Significant UNIX and/or Oracle systems administration experience. Preferred experience using and /or implementing one or more major ERP system such as SAP R/3, JDE Edwards World or OneWorld, Oracle Applications, SSA BPICS, QAD, BaaN, Peoplesoft, etc. Additional experience with warehouse management or manufacturing execution systems. Knowledge of global supply chain management issues and strategies from both an application and implementation perspective to include the technical hardware and software requirements of the specific solution. Demonstrated ability to effectively conduct and deliver technical training using Manugistics supplied integration tools and products.

Functional Responsibility: Provide consulting services for design, development, testing, and support of business process-based integration solutions for Manugistics and external applications or data sources. 1) Design: Ensure business design can be enabled by Manugistics and packages owned or supported by client; support data mapping exercises between Manugistics and external data sources or destinations; design integration solution utilizing best practice approaches including process flow, data integrity, error handling, audit tracking, version control and systems management. 2) Development: Using Manugistics webConnect product with its Configurable and Auto Plug-ins as well as relevant third party technology, configure and/or develop integration solutions for Manugistics' clients. 3) Testing: Validate that developed solutions execute as desired testing normal, abnormal, and high volume conditions. 4) Support: Provide additional services to client to ensure successful "go-live" as well as to position additional, future services.

**SIN 132-51, CLIN 012
SENIOR TECHNICAL ANALYST**

Rate: \$ 229.71/Hr.

Minimum/General Experience: Bachelor Degree in Computer Science or other technical field. Five plus years in the software industry with at least three years experience in consulting. Knowledge of global supply chain management issues and strategies from both an application and implementation perspective to include the technical hardware and software requirements of the specific solution. Demonstrated ability to effectively conduct and deliver technical training. Skills in the underlying system software to include Windows NT, UNIX (HPUX, AIX, Sun). In-depth Oracle RDBMS experience and skill from both a SQL scripting and database administration perspective. Solid understanding of data communications technology to include Token Ring Ethernet, TCP/IP, and the Internet. Advanced programming skills to include Perl and shell scripting. In depth knowledge of web server technology to include Microsoft IIS, NetScape Enterprise Server, and BEA webLogics server software. Through understanding of the typical data inputs and outputs associated with a successful supply chain management software implementation. Possesses outstanding interpersonal and communication skills to include the transfer of technical information to non-technical audiences.

Functional Responsibility: Lead technical implementation of Manugistics client/server software and underlying systems software. This role has a focus on technical project management, technical planning, developing hardware, software and architectural recommendations, technical issue management, risk avoidance/management, project staffing, and technical client management. May direct more junior technical analysts.

**SIN 132-51, CLIN 013
TECHNIAL ANALYST**

Rate: \$ 189.41/Hr.

Minimum/General Experience: Bachelor Degree in Computer Science or other technical field. One to three years experience in systems administration of HPUX, AIX, Sun, or Windows NT. One to three years experience with RDBMS administration preferably Oracle. General knowledge of global supply chain management issues and strategies from a technical implementation perspective. Strong troubleshooting and problem solving skills. Understanding of the typical data inputs and outputs associated with a successful supply chain software implementation. Excellent communication skills to include the transfer of technical information to non-technical audiences.

Functional Responsibility: Experience installing, configuring, and implementing Manugistics client/server application software and required underlying systems software. Assist the client in the technical implementation of Manugistics software by performing such activities as software installation, batch script development, system testing and troubleshooting.

NOTES:

a. Minimum on site charge for any services is 8 hours. In addition, Government shall reimburse Manugistics for all reasonable living and travel expenses incurred in connection with providing services, and out of pocket expenses associated with the provisions of such services. Government shall also pay travel time related to any intercontinental travel by Manugistics' employees performing services hereunder.

b. All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchases separately.

SIN 132-52, ELECTRONIC COMMERCE SERVICES

CLIN 200 APPLICATION SERVICE PROVIDER (ASP) SOLUTION FOR A SINGLE SITE

ASP is a hosted service offering of Manugistics solutions for enterprise applications. The ASP hosted solution includes a service for the software enterprise applications selected, implementation, training, and maintenance, networking equipment and project management.

The ASP pricing for a single site shall be calculated by multiplying the total Software price from (SIN 132-33) by the factors below:

Software Price in Millions			
Range from Minimum	Range from Maximum	Pre-FOC Monthly Factor	Sustainment Monthly Factor
\$ 1.5	\$ 2.0	0.30564696	0.100492036
\$ 2.0	\$ 3.0	0.26523522	0.082212634
\$ 3.0	\$ 4.0	0.22482348	0.063933231
\$ 4.0	\$ 5.0	0.20461761	0.054793530
\$ 5.0	\$ 6.0	0.19249409	0.049309709
\$ 6.0	\$ 7.0	0.18441174	0.045653829
\$ 7.0	\$ 8.0	0.17863863	0.043042486
\$ 8.0	\$ 9.0	0.17430881	0.041083978
\$ 9.0	\$ 10.0	0.17094116	0.039560695
\$ 10.0	\$ 11.0	0.16824704	0.038342068
\$ 11.0	\$ 12.0	0.16604277	0.037345009
\$ 12.0	\$ 13.0	0.16420587	0.036514128
\$ 13.0	\$ 14.0	0.16265157	0.035811074
\$ 14.0	\$ 15.0	0.16131932	0.035208456
\$ 15.0	\$ 16.0	0.16016470	0.034686187
\$ 16.0	\$ 17.0	0.15915440	0.034229202
\$ 17.0	\$ 18.0	0.15826297	0.033825980
\$ 18.0	\$ 19.0	0.15747058	0.033467560
\$ 19.0	\$ 20.0	0.15676160	0.033146869

Notes:

1. Software pricing must be a minimum of \$1,500,000.
2. The Pre Full Operational Capability (FOC) period will last for the longer of 12 months or the length of the implementation services period.
3. This ASP model assumes the use of Manugistics planning applications as opposed to Manugistics applications that are considered execution systems. Inclusion of execution systems will require an additional fee.
4. The supply china solution will address fewer than 1 million stock keeping units (SKUs) and 1 million demand forecasting units (DFUs). Higher levels will require an additional fee.
5. The number of concurrent users will be 25 or fewer. Higher numbers will require an additional fee.
6. Penalty for early termination is three months of payments calculated by multiplying the then current period ASP pricing factor by the software price by three months.
7. Implementation services do not include change management.
8. Client is responsible for providing data (both in and out) of all data integration services.
9. Training is provided centrally and only until the project is live. Any requested training after the projects are live shall require the negotiation of a separate proposal.

10. No software upgrades will be allowed during either the Pre Full Operational Capability period or the Sustainment period. Any software upgrade requested by the client after initiation of the implementation services and shall be negotiated separately.
11. The single environment consists of the hardware, software and network connectivity at a single site. Backup system capability is not included in this ASP solution for a single site. Backup system capability is an additional service and shall be negotiated separately. Additional availability shall be negotiated and priced separately.
12. The ASP model will provide for 95% systems availability contingent upon mutually agreed upon hours of operation.
13. Implementation services include loading software in this environment and configuration of the parameters required for the solution. Any additional services required shall be negotiated separately.