

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES FSC CLASS 7030 - Information Technology Software

SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES FSC CLASS 7030 - Information Technology Software

SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE

SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

IT Facility Operation and Maintenance (FPDS CODE D301), Programming Services (FPDS Code D308)

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

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Contract Number: GS-35F-0403T

Period Covered by Contract: May 14, 2012 to May 13, 2017

General Services Administration
Federal Supply Service

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.fss.gsa.gov/>

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: 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 8.404 requires agencies to consider the catalogs/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) contain 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.

1. GEOGRAPHIC SCOPE OF CONTRACT

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

5605 N. MacArthur Blvd., Suite 900
Irving, Texas 75038

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

214-596-0601

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 171771111

Block 30: Type of Contractor - B

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business – No

Block 36: Contractor's Taxpayer Identification Number (TIN): 75-2852409

- a. CAGE Code: 49ZN6
- b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION**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:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32, 132-33	7 days ARO
132-34	As negotiated with ordering activity
132-51	As negotiated with ordering activity

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering 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 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery 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.

- a. Prompt Payment: ½% - 10 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions receive the same discounts as all other Government customers.
- e. Other:

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

All services will be within the USA.

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$5,000.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

132-32	\$500,000 per order
132-33	\$500,000 per order
132-34	\$500,000 per order
132-51	\$500,000 per order

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

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 number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

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

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- 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 ACTIVITIES

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

16. GSA Advantage!

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

- a. Manufacturer;
- b. Manufacturer's Part Number; and
- c. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.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. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

- a. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. 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 submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

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:

None

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)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

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, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

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 receive 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:

Section 508 compliance is in process.

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 –

- (1) 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
- (2) 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.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

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

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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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

Appricity makes the following limited warranty for a period of thirty (30) calendar days from the date the Appricity System is delivered to Licensee by Appricity or an authorized representative. The Appricity System provided, including any the media (disk or CD), updates or revisions thereto, will materially perform in accordance with specifications and the functions described in the User documentation (online and printed) delivered with the licensed Appricity System under normal use and circumstances. If the Appricity System, or any component thereof, fails to operate in accordance with this warranty, Appricity will use commercially reasonable efforts to repair, or in the alternative, replace any component of the Appricity System that contains an error, defect or deviation from the specifications as demonstrated to Appricity. After thirty (30) calendar days following the effective date of this Agreement, Licensee's sole remedy against Appricity under this Limited Software Warranty shall be to request repair or replacement of the component of the Appricity System that contains an error, defect or deviation from the specifications and, if such actions are not taken within a reasonable time by Appricity and the error, defect or deviation is not corrected, to terminate this Agreement.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 214.569.0601 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:30 AM CST to 5:30 PM CST.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

Upon notification by Licensee of an apparent error with the Appricity System, Appricity will promptly investigate the issue. Design or programming errors in the Appricity System (except for errors caused by changes to configuration by Licensee or use other than as described in the documentation by Licensee) that prevent the Appricity System from substantially complying with the functionality as set

out in the user documentation delivered with the Appricity System and that adversely affect the use, function or performance of the Appricity System will be attributed to Appricity. Appricity will use commercially reasonable efforts to correct its errors and provide Licensee with a fix for the Appricity System as soon as it is practical. Appricity will provide Licensee with updated versions, as soon as practical, in Appricity's sole discretion.

Appricity shall provide Licensee all updates to the Appricity System commercially released by Appricity during the term of the Maintenance Agreement. Updates consist of new release of a particular Appricity Product Module version that provides functional enhancements and error corrections. Appricity shall provide to the Licensee all upgrades to the Appricity Product Module commercially released by Appricity during the term of the Maintenance Agreement. Upgrades consist of a new release with a higher Appricity version number such as from Version 1.0 to Version 2.0. All such updates and upgrades shall be subject to the terms and conditions of the License Agreement. In consideration of Appricity furnishing updates and upgrades, Licensee agrees that Appricity shall have all rights, title and interest, including all related intellectual property rights, in and to any suggestions, recommendations, and other information ("Submissions") relating to the Appricity System provided by Appricity by or on behalf of Licensee. Appricity may use such Submissions, as it deems appropriate in its sole discretion.

Version Supported. Services will only be provided for the current release of the Appricity System in effect, and the immediately preceding release of the Appricity System for a period of one year from the date of issuance of the current release (referred to as the "General Availability Date").

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

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total

amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 20% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of sixty (60) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to

- any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
- (6) As Permitted Uses, licensee may:
- a) Make inactive, non-participating copies of the Apptricity System for backup, disaster recovery, and archival purposes only, provided the original and the copies are kept within the exclusive possession of Licensee and use of the Apptricity System does not exceed that allowed license quantity and Licensee reproduces the Apptricity copyright notice in the original in such copy. Apptricity shall be responsible for any unauthorized access to, or alteration of, Licensee transmissions or data, any material, information or data sent or received, or any failure by Licensee to abide by this Agreement;
 - b) Make a reasonable number of copies of the user documentation accompanying the Apptricity System up to the number of Users licensed by Licensee, if applicable, and provided that Licensee reproduces the Apptricity copyright notice in the original in such copies; and
 - c) The following definitions apply to this contract and Licensee's usage: 'Apptricity System' means any combination of Apptricity Product Module(s), Server, Apptricity Client and embedded third-party software (if any) licensed by Apptricity Corporation; 'Apptricity Product Module' means the code (inclusive of byte code, executables, batch files and scripts), workflow engine, business rules, administration tools, database schema, and application-specific database content, which provide the specified functionality described in the module's documentation; 'Server' means a single physical or virtual computing instance of one or more Apptricity Product Module containing enterprise data; 'Apptricity Client' means the software and database operating on a standalone personal computing device containing a local database that utilizes the data synchronization capabilities of an Apptricity Product Module to exchange data between the local database and a Server instance; 'Transaction' means any full or partial requisition, purchase order, invoice, claim, expense report, workforce submission (time & attendance, schedule or commission) or delivery confirmation input manually or electronically into the Apptricity System for processing; and 'User' means an individual, named person whose user ID is

input upon initialization of an Apptricity Product Module and is thereby authorized to access and use the Apptricity System.

- (7) As Prohibited Uses, licensee may not:
- a) Reverse engineer, decompile, disassemble, translate, reproduce, modify, or make derivative works of all or any part of the Apptricity System, or grant any other person or entity the right to do so except to the extent laws expressly prohibit such restriction;
 - b) Backup or make archival copies of the Apptricity System for any purpose other than to replace the original copy in the event it is destroyed or become defective;
 - c) Except as otherwise set forth herein, sell, transfer, distribute, sublicense, lease or rent the Apptricity System to any third party;
 - d) Create any links, frames or mirrors to the Apptricity System or any content contained thereon accessible from any non-Licensee Server or Internet-enabled device; or
 - e) Use the Apptricity System in a service bureau or Application Service Provider environment for a non-Licensee Affiliate. The Apptricity System may only be used to process Licensee's and Licensee's Affiliate data and not that of any other party.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

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

12. AUDIT

The Contractor during the term of this contract and for a period of two (2) years after expiration may on a reasonable as-needed basis (but no more than once per twelve (12) month period) conduct an audit of the respective licensee's records regarding transactions under this contract. The parties shall meet to discuss any errors or omissions disclosed by the audit, and prompt adjustment will be made to compensate the Contractor for any errors or omissions disclosed by such audit. Audits shall be conducted only with reasonable advance written request, during licensee's normal business hours, and shall be conducted in such a manner as not to interfere with licensee's normal business activities. Costs of any audits shall be paid for by the Contractor; provided that if licensee has underpaid the Contractor by more than five percent (5%) of the amount due during the period being

audited, licensee shall reimburse the Contractor for all costs of the audit. Information learned during an audit is deemed Confidential Information and may be used only in further disposition of the audit.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

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

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) 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) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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 – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

OVERVIEW OF APPTRICITY, ITS TECHNOLOGY AND IT PROFESSIONAL SERVICES

APPTRICITY OVERVIEW

Apptricity Corporation is a pioneer provider of enterprise software applications for the commercial marketplace and federal sector. Since 1999, Apptricity has provided next-generation, web-based enterprise software solutions for supply chain, logistics, finance and workforce management. Apptricity's advanced service-oriented architecture (SOA) solutions offer dynamic adaptability — optimizing capital resources, deploying rapidly, and reducing operational costs. Apptricity's proprietary migration facility further drives life-cycle cost savings, providing materially higher return on investment compared to alternative enterprise solutions. Apptricity serves leading cross-industry commercial enterprises such as Wal-Mart Stores, AT&T Inc., AT&T Mobile (f/k/a Cingular Wireless), Future Energy Holdings (f/k/a TXU Corp.), Cameron International Corporation, Danaher, Dominion Enterprises and DAK Americas as well as Federal organizations such as the United States Department of Defense and Corps of Engineers.

Apptricity was founded to resolve the historic frustration among organizations caused by the high cost and limited success developing, integrating and deploying enterprise software applications. Utilizing a proprietary technology platform, the Apptricity Advanced Framework, Apptricity has succeeded in delivering both leading-edge enterprise application technology and best practices configuration, which complement, extend and replace legacy systems. Apptricity dramatically reduces project costs while delivering software applications that exceed customer expectations. As organizations seek to further automate their significant application and infrastructure investments and adopt commercial best practices, Apptricity provides the pathway and software applications.

TECHNOLOGY DESCRIPTION

At the company inception, the founders of Apptricity saw the future of enterprise technology in service-oriented architecture (SOA). Applications with SOA driven by web services allow the leveraging of object-oriented architecture in an advanced framework to create truly open, scalable and flexible solutions that adapt dynamically to a company or organization's hardware and software environment (O/S, DBMS, application server, and web server) and its business model.

Apptricity's Advanced Framework accelerates the speed and reduces the costs historically associated with installing and deploying enterprise software solutions. To accelerate customer-specific configurations, Apptricity developed customization tools which empower subject matter experts, whether they work for the customer or Apptricity, to easily adapt licensed Apptricity applications' look-and-feel, business process logic and rules without having to rely on technical programmers. To accelerate deployments, Apptricity developed an embedded integration engine that leverages multiple technologies to streamline and enhance interface connectivity. Apptricity uses the engine to generate maps for batch and real-time integration into legacy and third-party systems to consummate transactions inside the enterprise and with external business partners and suppliers. Notably, Apptricity has already developed and maintains a repository of common and custom finance, human resource and payroll interfaces (including SAP, Oracle, Peoplesoft, Lawson, Epicor, Microsoft Dynamics, GEAC, amongst others).

PROFESSIONAL SERVICE DESCRIPTION

Apptricity provides full service consulting and software development services to customers to ensure they may make the most of their existing and new investments in supply chain, logistics, workforce and finance application software. Although Apptricity's professional services are optional, substantially all Apptricity customers use some portion of available services for implementation, configuration, integration, training and ongoing support. Apptricity professional services assist customers with configuring industry-specific best practices, identifying and sourcing the hardware and network infrastructure necessary to achieve long-term scalability goals, and training employees, associates and contractors. Apptricity professional services adapt and enhance existing features and capabilities of licensed software applications and design and develop new tailored features and capabilities to fulfill correlated business process demands. Apptricity professional services are committed to delivering rapid

results to organizations of all sizes, in all industries, and in all stages of automation maturity. The following is a list of Labor Categories with a brief summary of the required experience and functional responsibility for each the respective position:

DIRECTOR/PROJECT MANAGER

General Experience: Minimum of nine (9) years in the software industry successfully implementing or leading development of solutions with multiple customers. Outstanding interpersonal and communication skills focused on multiple levels of customer management. Extensive knowledge of supply chain, logistics, workforce and finance management issues and strategies. Demonstrated experience successfully managing a team of consultants engaged in implementation and deployment consulting projects, including but not limited to, reengineering decision support processes. Through knowledge of configuration, customization and integration capabilities of Appticity's advanced framework and Appticity's broad suite of enterprise application software solutions.

Functional Responsibility: Use the project methodology to implement solutions to address customer business objectives and best practice priorities as they relate to the respective supply chain, workforce and finance management application(s). Review design specification of upcoming software releases, especially those areas specifically targeted to customer's needs. Ensure solution design and delivery adapts to business objectives and best practice priorities of the project. Provide overall project leadership with respect to resource allocation and utilization, scope control, risk analysis and other relevant issues specific to the implementation of Appticity's enterprise application software. Facilitate incremental project update meetings, as involved parties deem appropriate.

PROGRAM ADMINISTRATOR

General Experience: Minimum of five (5) years in the information technology industry in client support. Extensive knowledge of operations, program and/or facility oversight, security and management controls including change management, technical design, process and procedure development, and performance tracking. Experience with enterprise software, database systems and distributed object architectures are desired.

Functional Responsibility: Responsible for working with program or project manager, system engineers and application analysts in performance monitoring, metrics reporting and security administration.

SUBJECT MATTER EXPERT

General Experience: Minimum of seven (7) years of sector experience. Extensive academic or work-derived knowledge of supply chain, logistics, workforce and finance management issues and strategies, such as demand planning, space management, resource scheduling, optimization, mapping and tracking.

Functional Responsibility: Advise and participate in design, development and configuration of Appticity's enterprise application software solutions. Advise and participate in customer implementation, configuration and training of applications and solutions. Participate in customer process to deliver business objectives and best practice priorities as they relate to engaged projects.

SENIOR APPLICATION SYSTEMS ANALYST

General Experience: Minimum of five (5) years in the software industry. Extensive knowledge of supply chain, logistics, workforce and finance management issues and strategies. Through understanding of configuration and customization capabilities of Appticity's advanced framework and enterprise application software solutions. Strong interpersonal and communication skills.

Functional Responsibility: Participate in customer execution of configuration, training and pilot, if applicable, activities for supply chain, logistics, workforce and/or finance management application or applications

implementation. Participate in customer process to deliver business objectives and best practice priorities as they relate to the project.

APPLICATION SYSTEMS ANALYST

General Experience: Minimum of two (2) years in the software industry. Knowledge of supply chain, logistics, workforce and finance management issues and strategies. Through understanding of configuration and customization capabilities of Appticity's advanced framework and enterprise application software solutions.

Functional Responsibility: Participate in customer execution of configuration, training and pilot, if applicable, activities for supply chain, logistics, workforce and/or finance management application or applications implementation. Participate in customer process to deliver business objectives and best practice priorities as they relate to the project.

SENIOR APPLICATION DEVELOPER

General Experience: Minimum of five (5) years application development experience. Skills shall include JAVA development (J2EE, JDBC, RMI, JSP, JavaScript, OO Design) and EJB application server experience. Additional experience in XML, WML, CORBA, SQL/DBMS and distributed object architectures are desired. Knowledge of supply chain, logistics, workforce and finance management issues and strategies are desired. Strong knowledge of Appticity's advanced framework functionality.

Functional Responsibility: Responsible for working with a team of software developers in the design, development, customization and implementation of Appticity's enterprise application software solutions. The lead developer should have a strong background in development tools and other software development toolkits.

APPLICATION DEVELOPER

General Experience: Minimum of two (2) years application development experience. Skills shall include JAVA development (J2EE, JDBC, RMI, JSP, JavaScript, OO Design) and EJB application server experience. Additional experience in XML, WML, CORBA, SQL/DBMS and distributed object architectures are desired. Knowledge of supply chain, logistics, workforce and finance management issues and strategies are desired. Strong knowledge of Appticity's advanced framework functionality.

Functional Responsibility: Responsible for working with a team of software developers in the design, development, customization and implementation of Appticity's enterprise application software solutions. The lead developer should have a strong background in development tools and other software development toolkits.

SENIOR SYSTEMS ENGINEER

General Experience: Minimum of five (5) years systems architecture experience. Experience evaluating and implementing new technologies, converting technologies, and technology management including operating system (Windows, Unix and Linux), application servers (Jboss, Websphere, Weblogic, Tomcat); databases (MS SQL, Oracle, Sybase and DB2) and infrastructure services. Skills shall include SOA, SOAP, BPM, Web Services, JAVA application design and development (J2EE, JDBC, RMI, JSP, JavaScript, OO Design), and EJB application server experience.

Functional Responsibility: Responsible for leading a team of subject matter experts, application system analysts and application developers in the design, development, customization and implementation of enterprise software solutions. Individual shall lead architecture definition, systems design and integration efforts, and deliver briefings to customers and program managers.

SENIOR DATABASE ADMINISTRATOR

General Experience: Minimum of five (5) years database experience. Skills shall include experience in Oracle, Sybase and/or SQL database design and data modeling techniques, including logical modeling, strong ETL (extract transformation and load) processes and technologies skills and development experience in stored procedures. Experience with web servers and J2EE application servers, particularly JBoss. Additional experience in XML, WML, SQL/DBMS and distributed object architectures are desired. Knowledge of supply chain, logistics, workforce and finance management issues and strategies are desired.

Functional Responsibility: Responsible for working with a team of database administrators and software developers in the design, development of database and program stored procedures and ETL routines (initial load and on-going to feed downstream applications).

DATABASE ADMINISTRATOR

General Experience: Minimum of two (2) years database experience. Skills shall include experience in Oracle, Sybase and/or SQL database design and data modeling techniques, including logical modeling, strong ETL (extract transformation and load) processes and technologies skills and development experience in stored procedures. Experience with web servers and J2EE application servers, particularly JBoss. Additional experience in XML, WML, SQL/DBMS and distributed object architectures are desired.

Functional Responsibility: Responsible for working with a team of software developers in the design, development of database and program stored procedures and ETL routines (initial load and on-going to feed downstream applications).

NOTES:

- a. Minimum on site charge for any services is eight (8) hours. In addition, Federal Government shall reimburse Appticity for all reasonable living, travel and out of pocket expenses incurred in connection with the provisions of such services.
- b. Licensed or licensable enterprise application software is Commercial Computer Software provided by Appticity to the Federal Government and its agencies only under the Restricted Rights Provisions of the Federal Government Acquisitions Regulations applicable to commercial computer software developed at private expense and not in the public domain.

PRODUCTS PRICELIST

Includes IFF. All rates are fully burdened.

SIN	FSC	ITEM #	DESCRIPTION	GSA PRICE
132-32	7030	APM001	Expense Management – Transaction	\$2.87
132-32	7030	APM006	Invoice Management - Transaction	\$0.96

Includes IFF. All rates are fully burdened.

SIN	FSC	ITEM #	DESCRIPTION	GSA PRICE
132-33	7030	APM008	Requisition/Order Management - Server ¹	\$302,250.00
132-33	7030	APM007	PCard Management - Ltd. Site	\$442,040.63
132-33	7030	APM007	PCard Management - Card	\$3.27
132-33	7030	APM008-1	Catalog - Ltd. Site	\$453,375.00
132-33	7030	APM009	Asset Management - Server ¹	\$251,875.00
132-33	7030	APM009	Asset Management – Concurrent User	\$8,563.75
132-33	7030	APM014	Schedule Management - Server ¹	\$302,250.00
132-33	7030	APM017	Transportation Management - Server ¹	\$302,250.00
132-33	7030	APM016	Inbound Receiving - Server ¹	\$251,875.00
132-33	7030	APM020	Inventory Management - User	\$5,037.50
132-33	7030	APM015	Supplier Connect - Server ¹	\$125,937.50
132-33	7030	APM018	Service Center - Server ¹	\$125,937.50
132-33	7030	APM014-1	Workforce Schedule Mgmt. - Server ¹	\$302,250.00
132-33	7030	APM003	Time & Attendance Mgmt. - Server ¹	\$251,875.00
132-33	7030	APM019	Commission Management - Server ¹	\$251,875.00
132-33	7030	APM001	Expense Management - Ltd. Site ³	\$483,600.00
132-33	7030	APM001	Expense Management - User	\$99.44
132-33	7030	APM006	Invoice Management - Ltd. Site ²	\$806,000.00
132-33	7030	APM005	E-Documentation – OCR	\$12,593.75

Notes:

¹ A Server license for up to twenty-five thousand (25,000) named users.

² A limited site license for up to two million seven hundred fifty thousand (2,750,000) annual transactions.

³ A limited site license for up to twenty thousand (20,000) users.

Includes IFF. All rates are fully burdened.

SIN	FSC	ITEM #	DESCRIPTION	GSA PRICE
132-34	7030	APM008	Requisition/Order Management - Server ¹	\$51,382.50
132-34	7030	APM007	PCard Management - Ltd. Site	\$75,146.91
132-34	7030	APM007	PCard Management - Card	\$0.56
132-34	7030	APM008-1	Catalog - Ltd. Site	\$77,073.75
132-34	7030	APM009	Asset Management - Server ¹	\$42,818.75
132-34	7030	APM009	Asset Management – Concurrent User	\$1,455.84
132-34	7030	APM014	Schedule Management - Server ¹	\$51,382.50
132-34	7030	APM017	Transportation Management - Server ¹	\$51,382.50
132-34	7030	APM016	Inbound Receiving - Server ¹	\$42,818.75
132-34	7030	APM020	Inventory Management - User	\$856.38
132-34	7030	APM015	Supplier Connect - Server ¹	\$21,409.38
132-34	7030	APM018	Service Center - Server ¹	\$21,409.38
132-34	7030	APM014-1	Workforce Schedule Mgmt. - Server ¹	\$51,382.50
132-34	7030	APM003	Time & Attendance Mgmt. - Server ¹	\$42,818.75
132-34	7030	APM019	Commission Management - Server ¹	\$42,818.75
132-34	7030	APM001	Expense Management - Ltd. Site ³	\$82,212.00
132-34	7030	APM001	Expense Management - User	\$16.90
132-34	7030	APM006	Invoice Management - Ltd. Site ²	\$137,020.00
132-34	7030	APM005	E-Documentation – OCR	\$2,140.94

SERVICES PRICELIST

Includes IFF. All rates are fully burdened.

GSA LABOR CATEGORIES	(5/14/12 to 5/13/13) GSA RATE	(5/14/13 to 5/13/14) GSA RATE	(5/14/14 to 5/13/15) GSA RATE	(5/14/15 to 5/13/16) GSA RATE	(5/14/16 to 5/13/17) GSA RATE
Director/Project Manager	190.94	198.58	206.52	214.78	223.37
Program Administrator	136.51	141.97	147.65	153.56	159.70
Subject Matter Expert/Functional	136.51	141.97	147.65	153.56	159.70
Senior Application System Analyst	136.51	141.97	147.65	153.56	159.70
Application System Analyst	101.63	105.69	109.92	114.32	118.89
Senior Application Developer	136.51	141.97	147.65	153.56	159.70
Application Developer	101.63	105.69	109.92	114.32	118.89
Senior System Engineer	136.51	141.97	147.65	153.56	159.70
Senior Database Administrator	136.51	141.97	147.65	153.56	159.70
Database Administrator	101.63	105.69	109.92	114.32	118.89

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Apptricity provides commercial products and services to ordering activities. 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

- a. To actively seek and partner with small businesses.
- b. To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- c. To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- d. 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.
- e. To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- f. To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- g. 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 ordering activity contracts. To accelerate potential opportunities please contact (Randy Lieberman, phone: 214-596-0601, email: rlieberman@apptricity.com, fax: 214-596-0609).

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(INSERT CUSTOMER NAME)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) 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 ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(INSERT CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

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 activity):

- a. 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	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- b. Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- g. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- h. 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:
 - (1) Name of Contractor;
 - (2) Contract Number;
 - (3) BPA Number;
 - (4) Model Number or National Stock Number (NSN);
 - (5) Purchase Order Number;
 - (6) Date of Purchase;

- (7) 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
 - (8) Date of Shipment.
- i. 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.
 - j. 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.

CONTRACTOR TEAM ARRANGEMENTS

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 ordering activity 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:

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