



**GENERAL SERVICES ADMINISTRATION
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

**SCHEDULE 70 – GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES**

Workfront, Inc.

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CONTRACT NUMBER: GS-35F-0571T

PERIOD COVERED BY CONTRACT:

August 01, 2007 through July 31, 2017

BUSINESS SIZE:

Small Business

Pricelist current through Modification #29.

Effective date current through September 30, 2016.

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage! ®, a menu-driven database system. The INTERNET address GSA Advantage! ® is: GSAAdvantage.gov.



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INFORMATION FOR ORDERING ACTIVITIES

1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

<u>SIN</u>	<u>DESCRIPTION</u>
132-32	<i>Term Software License</i>
132-50	<i>Training Courses</i>
132-51	<i>Information Technology Professional Services</i>
132-52	<i>Electronic Commerce and Subscription Services</i>

1b. Lowest Priced Model Number and Price for each SIN: See Price List

1c. SERVICES OFFERED: See Price List

2. MAXIMUM ORDER PER SIN:

<u>SIN</u>	<u>MAXIMUM ORDER</u>
132-32	<i>\$500,000 per SIN/Order</i>
132-50	<i>\$25,000 per SIN/Order</i>
132-51	<i>\$500,000 per SIN/Order</i>
132-52	<i>\$500,000 per SIN/Order</i>

This maximum order threshold is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) Offer a new lower price, (2) Offer the lowest price available under the contract, or (3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order threshold.

3. MINIMUM ORDER LIMITATION: \$100

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): *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.*

5. POINT OF PRODUCTION: *Lehi, UT*

6. BASIC DISCOUNT: *Prices listed are net, discounts have been deducted and the industrial funding fee has been added.*



7. **QUANTITY DISCOUNT:** See Price List

Dollar Volume: Additional 2.5% discount on orders at or exceeding \$150,000

8. **PROMPT PAYMENT TERMS:** *Net 30 Days ARO*

9a. **GOVERNMENT PURCHASE CARDS ARE ACCEPTED UP TO THE MICRO-PURCHASE THRESHOLD.**

9b. **GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.**

10. **FOREIGN ITEMS:** *None*

11a. **TIME OF DELIVERY:** *5 Days ARO*

11b. **EXPEDITED DELIVERY:** *Contact Contractor*

11c. **OVERNIGHT AND 2-DAY DELIVERY:** *Contact Contractor*

11d. **URGENT REQUIREMENTS:** *Contact Contractor*

12. **F.O.B. POINT:** *Destination*

13a. **ORDERING ADDRESS:** *Workfront, Inc.
3301 North Thanksgiving Way, Suite 100
Lehi UT 84043*

13b. **ORDERING PROCEDURES:** *For supplies and service the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA may be found at the GSA/FSS Schedule homepage (gss.gsa.gov/schedule).*

14. **PAYMENT ADDRESS:** *Same as ordering address*

15. **WARRANTY PROVISION:** *Standard Commercial Warranty*



16. **EXPORT PACKING CHARGES: *Not Applicable***

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**
Will be accepted above the micro-purchase threshold

18. **TERMS AND CONDITIONS OF RENTAL: *Not Applicable***

19. **TERMS AND CONDITIONS OF INSTALLATION: *Not Applicable***

20. **TERMS AND CONDITIONS OF REPAIR PARTS: *Not Applicable***

- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES: *Not Applicable***

21. **LIST OF SERVICE AND DISTRIBUTION POINTS: *Not Applicable***

22. **LIST OF PARTICIPATING DEALERS: *Not Applicable***

23. **PREVENTIVE MAINTENANCE: *Not Applicable***

- 24a. **SPECIAL ATTRIBUTES: *Not Applicable***

- 24b. **SECTION 508 COMPLIANCE INFORMATION: *Not Applicable***

25. **DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: *125627120***

26. **CONTRACTOR HAS REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.**

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32)**

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. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS

The Contractor shall provide all License Agreements in an editable format.

3. GUARANTEE/WARRANTY

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

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 801-373-3266 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 AM to 5:00PM Mountain Time.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

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

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

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

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

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



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

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- 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 **Not Available**% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

a. **Workfront does not offer a term product conversion to a perpetual product license.** After a software product has been on a continuous term license for a period of **Not Available** * 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 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the

computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

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

10. SOFTWARE CONVERSIONS - (SIN 132-32)

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 term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

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

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. 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 ordering activity.

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 seventy-two (72) hours 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 ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity 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 ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price 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.

7. 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.

8. 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 class.
- b. ****If applicable**** For hands-on training courses, there must be a 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's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "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.

Workfront, Inc. offers web based training for its software products at no charge.



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 Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and



(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made



only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Please refer to the labor category descriptions and pricing incorporated into this GSA Pricelist.

**TERMS AND CONDITIONS APPLICABLE TO
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION
NUMBER 132-52)**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

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

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

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

6. ORDER

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



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

7. PERFORMANCE OF ELECTRONIC SERVICES

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. RIGHTS IN DATA

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

10. ACCEPTANCE TESTING

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

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer’s commercial warranty for the item listed below: In accordance with the Standard Commercial Warranty. The warranty shall commence upon the later of the following:

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

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

12. MANAGEMENT AND OPERATIONS PRICING

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

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below: Not applicable.

14. MONTHLY REPORTS

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

14. ELECTRONIC COMMERCE SERVICE PLAN

- (a) Describe the electronic service plan and eligibility requirements.
- (b) Describe charges, if any, for additional usage guidelines.
- (c) Describe corporate volume discounts and eligibility requirements, if any.

Contact Contractor for additional information.

LABOR CATEGORY DESCRIPTIONS

Hourly Sr. Consulting Services (SP-CS-02)

Functional Responsibilities:

The Senior Consultant works independently or with very limited supervision on complex application implementation problems involving all phases of systems analysis to provide resolutions; coordinates with the project manager to ensure problem resolution and user satisfaction; makes recommendations, if needed, for approval of major system implementations; prepares milestone status reports and deliveries/presentations on the system concept to colleagues, superiors, and user representatives; and provides technical direction to systems analysts who are assigned to assist.

Minimum Education:

Four (4) year degree in Information Technology

Minimum Years of Experience:

3-5 years relevant experience in integration software development, testing and deployment.

Hourly Sr. Technical Consultant (SP-TC-02)

Functional Responsibilities:

The Senior Technical Consultant works independently or with very limited supervision on complex application and systems integration problems involving all phases of systems analysis to provide resolutions; provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules; coordinates with the project manager to ensure problem resolution and user satisfaction; makes recommendations, if needed, for approval of major system implementations; prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and user representatives; and provides technical direction to systems analysts who are assigned to assist.

Minimum Education:

Four (4) year degree in Information Technology

Minimum Years of Experience:

3-5 years relevant experience in integration software development, testing and deployment.

Hourly Solution Architect (SP-SA-01)

Functional Responsibilities:

The Solutions Architect works independently or with very limited supervision on complex application, configuration and system design problems involving all phases of systems analysis to provide resolutions; provides technical and administrative direction for personnel performing software development and implementation tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules; coordinates with the project manager to ensure problem resolution and user satisfaction; makes recommendations, if needed, for approval of major system implementations; prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and user representatives; and provides technical direction to systems analysts who are assigned to assist.

Minimum Education:

Four (4) year degree in Information Technology

Minimum Years of Experience:

5-7 years relevant experience in integration software development, testing and deployment.



GSA PRODUCT PRICING
All Prices are NET
SIN 132-32 TERM SOFTWARE LICENSES

SIN	SKU	Product Name / Description	GSA Price
132-32	EWM-AL-PL	Workfront Plan License (<25 licenses)	\$616.62
132-32	EWM-AL-PL	Workfront Plan License (25-49 licenses)	\$603.93
132-32	EWM-AL-PL	Workfront Plan License (50-74 licenses)	\$536.83
132-32	EWM-AL-PL	Workfront Plan License (75-99 licenses)	\$531.39
132-32	EWM-AL-PL	Workfront Plan License (100-249 licenses)	\$458.84
132-32	EWM-AL-PL	Workfront Plan License (250-499 licenses)	\$422.57
132-32	EWM-AL-PL	Workfront Plan License (500+ licenses)	\$350.03
132-32	EWM-AL-PLP	Workfront Plan Plus License (<25 licenses)	\$924.94
132-32	EWM-AL-PLP	Workfront Plan Plus License (25-49 licenses)	\$905.89
132-32	EWM-AL-PLP	Workfront Plan Plus License (50-74 licenses)	\$805.24
132-32	EWM-AL-PLP	Workfront Plan Plus License (75-99 licenses)	\$797.08
132-32	EWM-AL-PLP	Workfront Plan Plus License (100-249 licenses)	\$688.26
132-32	EWM-AL-PLP	Workfront Plan Plus License (250-499 licenses)	\$633.85
132-32	EWM-AL-PLP	Workfront Plan Plus License (500+ licenses)	\$525.04
132-32	EWM-AL-PPP	Workfront Plan Plus Platinum License (<25 licenses)	\$1,027.71
132-32	EWM-AL-PPP	Workfront Plan Plus Platinum License (25-49 licenses)	\$1,006.55
132-32	EWM-AL-PPP	Workfront Plan Plus Platinum License (50-74 licenses)	\$894.71
132-32	EWM-AL-PPP	Workfront Plan Plus Platinum License (75-99 licenses)	\$885.64
132-32	EWM-AL-PPP	Workfront Plan Plus Platinum License (100-249 licenses)	\$764.74
132-32	EWM-AL-PPP	Workfront Plan Plus Platinum License (250-499 licenses)	\$704.28
132-32	EWM-AL-PPP	Workfront Plan Plus Platinum License (500+ licenses)	\$583.38
132-32	EWM-AL-WK	Workfront Work License (<25 licenses)	\$308.31
132-32	EWM-AL-WK	Workfront Work License (25-49 licenses)	\$301.96
132-32	EWM-AL-WK	Workfront Work License (50-74 licenses)	\$268.41

SIN	SKU	Product Name / Description	GSA Price
		licenses)	
132-32	EWM-AL-WK	Workfront Work License (75-99 licenses)	\$265.69
132-32	EWM-AL-WK	Workfront Work License (100-249 licenses)	\$229.42
132-32	EWM-AL-WK	Workfront Work License (250-499 licenses)	\$211.28
132-32	EWM-AL-WK	Workfront Work License (500+ licenses)	\$175.01
132-32	EWM-AL-WKP	Workfront Work Plus License (<25 licenses)	\$616.62
132-32	EWM-AL-WKP	Workfront Work Plus License (25-49 licenses)	\$603.93
132-32	EWM-AL-WKP	Workfront Work Plus License (50-74 licenses)	\$536.83
132-32	EWM-AL-WKP	Workfront Work Plus License (75-99 licenses)	\$531.39
132-32	EWM-AL-WKP	Workfront Work Plus License (100-249 licenses)	\$458.84
132-32	EWM-AL-WKP	Workfront Work Plus License (250-499 licenses)	\$422.57
132-32	EWM-AL-WKP	Workfront Work Plus License (500+ licenses)	\$350.03
132-32	EWM-AL-WPP	Workfront Work Plus Platinum License (<25 licenses)	\$719.40
132-32	EWM-AL-WPP	Workfront Work Plus Platinum License (25-49 licenses)	\$704.58
132-32	EWM-AL-WPP	Workfront Work Plus Platinum License (50-74 licenses)	\$626.30
132-32	EWM-AL-WPP	Workfront Work Plus Platinum License (75-99 licenses)	\$619.95
132-32	EWM-AL-WPP	Workfront Work Plus Platinum License (100-249 licenses)	\$535.31
132-32	EWM-AL-WPP	Workfront Work Plus Platinum License (250-499 licenses)	\$493.00
132-32	EWM-AL-WPP	Workfront Work Plus Platinum License (500+ licenses)	\$408.36
132-32	ST-AL-SV	Customer Support Package - Silver	20% GSA Price
132-32	ST-AL-GD	Customer Support Package - Gold	30% GSA Price
132-32	ST-AL-PL	Customer Support Package - Platinum	40% GSA Price
132-32	EWM-AL-CL	Workfront Collaboration Package	30% GSA Price
132-32	DAM-USR-PWR	Workfront DAM Asset Manager License	\$885.00



SIN	SKU	Product Name / Description	GSA Price
132-32	DAM-USR-END	Workfront DAM Unlimited End Users	\$5,605.00
132-32	DAM-STG-TB	Workfront DAM Storage (1 TB)	\$1,180.00
132-32	DAM-BP-X1	Workfront DAM Brand Portal	\$5,310.00
132-32	DAM-DT-X1	Workfront DAM Dynamic Templates	\$4,720.00
132-32	DAM-STG-ATB	Workfront DAM Archival Storage (20 TB)	\$5,900.00
132-32	DAM-ADB-PLG	Workfront DAM Adobe InDesign Plugin	\$2,950.00
132-32	DAM-ADB-USR	Workfront DAM Adobe InDesign User	\$295.00
132-32	DAM-ENT-PLT	Workfront DAM Enterprise Platform	\$6,490.00
132-32	DAM-PACK	Workfront DAM Base Package	\$17,405.00
132-32	WF-PRM-FLG	Premium Flex License	\$1,027.71



SIN 132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY SOFTWARE

SIN	SKU	Product Name / Description	GSA Price
132-50	ED-AL-BS-15	Customer Education Package - Basic 10-15 Users	\$2,644.84
132-50	ED-AL-BS-24	Customer Education Package - Basic 16-24 Users	\$3,949.62
132-50	ED-AL-BS-49	Customer Education Package - Basic 25-49 Users	\$5,730.48
132-50	ED-AL-BS-99	Customer Education Package - Basic 50-99 Users	\$9,697.73
132-50	ED-AL-BS-249	Customer Education Package - Basic 100-249 Users	\$15,869.02
132-50	ED-AL-BS-499	Customer Education Package - Basic 250-499 Users	\$22,040.30
132-50	ED-AL-BS-1000	Customer Education Package - Basic 500-1000 Users	\$26,448.36
132-50	ED-AL-BS-1001	Customer Education Package - Basic > 1000 Users	\$35,264.48
132-50	ED-AL-PR-15	Customer Education Package - Premium 10-15 Users	\$3,173.80
132-50	ED-AL-PR-24	Customer Education Package - Premium 16-24 Users	\$4,739.55
132-50	ED-AL-PR-49	Customer Education Package - Premium 25-49 Users	\$6,876.57
132-50	ED-AL-PR-99	Customer Education Package - Premium 50-99 Users	\$11,637.28
132-50	ED-AL-PR-249	Customer Education Package - Premium 100-249 Users	\$19,042.82
132-50	ED-AL-PR-499	Customer Education Package - Premium 250-499 Users	\$26,448.36
132-50	ED-AL-PR-1000	Customer Education Package - Premium 500-1000 Users	\$31,738.04
132-50	ED-AL-PR-1001	Customer Education Package - Premium > 1000 Users	\$42,317.38
132-50	ED-AL-PRM-15	Customer Education Package - Premier 10-15 Users	\$5,712.85
132-50	ED-AL-PRM-24	Customer Education Package - Premier 16-24 Users	\$8,548.11
132-50	ED-AL-PRM-49	Customer Education Package - Premier 25-49 Users	\$13,224.18
132-50	ED-AL-PRM-99	Customer Education Package - Premier 50-99 Users	\$21,158.69
132-50	ED-AL-PRM-249	Customer Education Package - Premier 100-249 Users	\$34,911.84
132-50	ED-AL-PRM-499	Customer Education Package - Premier 250-499 Users	\$42,317.38
132-50	ED-AL-PRM-1000	Customer Education Package - Premier 500-1000 Users	\$50,780.86
132-50	ED-AL-PRM-1001	Customer Education Package - Premier > 1000 Users	\$61,360.20



**SIN 132-51 INFORMATION TECHNOLOGY
PROFESSIONAL SERVICES**

SIN	SKU	Product Name / Description	GSA Price
132-51	SP-CS-02	Hourly Sr. Consulting Services	\$140.00
132-51	SP-TC-02	Hourly Sr. Technical Consultant	\$157.50
132-51	SP-SA-01	Hourly Solution Architect	\$175.00
132-51	SP-PK-X2	Workfront Preferred Biz Prog for Edu Subs - SOW REQ'D	\$11,200.00
132-51	SP-PK-X3	Workfront Premium Biz Prog for Edu Subs - SOW REQ'D	\$16,800.00
132-51	SP-PK-20	Workfront System Review Program - SOW REQ-D	\$5,600.00



SIN 132-52 ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

SIN	SKU	Product Name / Description	GSA Price
132-52	ADM-AL-01	Workfront Digital Proofing Tier 1	\$2,950.00
132-52	ADM-AL-02	Workfront Digital Proofing Tier 2	\$5,900.00
132-52	ADM-AL-02b	Workfront Digital Proofing Tier 2.5	\$8,260.00
132-52	ADM-AL-03	Workfront Digital Proofing Tier 3	\$10,620.00
132-52	ADM-AL-03b	Workfront Digital Proofing Tier 3.5	\$12,685.00
132-52	ADM-AL-04	Workfront Digital Proofing Tier 4	\$14,750.00
132-52	ADM-AL-04b	Workfront Digital Proofing Tier 4.5	\$22,125.00
132-52	ADM-AL-05	Workfront Digital Proofing Tier 5	\$29,500.00