GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List
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.

MAS Multiple Award Schedule

Special Item Number 511210 Software Licenses

Contract Number: GS-35F-302DA

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Period Covered by Contract: May 5, 2016 - May 4, 2021
Through Modification PA-0016 effective 01/24/2020

WordRake Holdings, LLC
2500 Westlake Ave N
Seattle, WA 98109-2262
UNITED STATES
Phone: 206-387-2743 or Fax: 425-285-9576
scottjo@wordrake.com

Contractor’s internet address/web site where schedule information can be found: http://www.wordrake.com.

Business size: Small Business

1a Special Item Number 511210 Software Licenses

1b Lowest Priced Service Offer - Special Item Number 511210 Software Licenses
WordRake for Word Retail/Enterprise Version - 1-Year License - $127.38
WordRake for Outlook Retail/Enterprise Version - 1-Year License - $127.38
<table>
<thead>
<tr>
<th>SIN</th>
<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>GSA OFFER PRICE (inclusive of the .75% IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Computer - up to 4</td>
<td></td>
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<tr>
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</tr>
</tbody>
</table>

2. Maximum order. $500,000

3. Minimum order. $100


5. Point(s) of production. 4809 E. Thistle Landing Drive, Suite 100, Phoenix, Arizona, 85044


7. Quantity discounts.

<table>
<thead>
<tr>
<th>WordRake for Microsoft Word:</th>
<th>Licensed</th>
<th>Volume</th>
<th>One Year</th>
<th>Two Years</th>
<th>Three Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Users or computers*</td>
<td>Discount</td>
<td>per each</td>
<td>per each</td>
<td>per each</td>
<td></td>
</tr>
<tr>
<td>5-24</td>
<td>5%</td>
<td>$122.55</td>
<td>$217.55</td>
<td>$246.05</td>
<td></td>
</tr>
<tr>
<td>25-49</td>
<td>7.5%</td>
<td>$119.33</td>
<td>$211.83</td>
<td>$239.58</td>
<td></td>
</tr>
<tr>
<td>50-149</td>
<td>10%</td>
<td>$116.10</td>
<td>$206.10</td>
<td>$233.10</td>
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</tr>
<tr>
<td>150-299</td>
<td>15%</td>
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<td>$194.65</td>
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<tr>
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<td>$181.30</td>
<td></td>
</tr>
<tr>
<td>1000-1499</td>
<td>40%</td>
<td>$77.40</td>
<td>$137.40</td>
<td>$155.40</td>
<td></td>
</tr>
<tr>
<td>1500+</td>
<td>50%</td>
<td>$64.50</td>
<td>$114.50</td>
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<th>Two Years</th>
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### WordRake for both Word and Outlook:

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### 9a Government purchase cards are accepted at or below the micro-purchase threshold.

### 9b Government purchase cards are accepted above the micro-purchase threshold.

### 10. Foreign items. None.

### 11a. Time of delivery. 5 day

### 11b. Expedited Delivery. 2 day

### 11c. Overnight and 2-day delivery. To be negotiated between the ordering agency and Contractor.

### 11d. Urgent Requirements. To be negotiated between the ordering agency and Contractor.

### 12. F.O.B. point(s). Destination

### 13a. Ordering address(es). WordRake Holdings, LLC

2500 Westlake Ave N
Seattle, WA 98109-2262

### 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address(es). WordRake Holdings, LLC
2500 Westlake Ave N
Seattle, WA 98109-2262

15. Warranty provision. Standard Commercial


17. Terms and conditions of Government purchase card acceptance. None.

18. Terms and conditions of rental, maintenance, and repair. Not Applicable

19. Terms and conditions of installation. Assistance with installation of product when necessary.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices. Not Applicable

20a. Terms and conditions for any other services. Not Applicable.


24a. Special attributes such as environmental attributes. None.

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number. 968724851

26. Contractor is active and current in SAM

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**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES**

**(SPECIAL ITEM NUMBER 511210)**

1. **INSPECTION/ACCEPTANCE**

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

2. **ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.
3. GUARANTEE/WARRANTY
   a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.
   b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
   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 206-650-5864 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available during normal business hours.

5. SOFTWARE MAINTENANCE
   a. Software maintenance as it is defined: (select software maintenance type):
      Software Maintenance as a Product (SIN 511210) includes: Maintenance and defect corrections, technical support, periodic updates, and product announcements
   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 511210)
   a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor 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 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 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 is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE N/A

8. TERM LICENSE CESSATION N/A

9. UTILIZATION LIMITATIONS - (SIN 511210)
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 511210)

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 (511210), 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 (511210), 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  N/A

Paste URL below to see a 30 second demo of our products.

https://www.youtube.com/watch?v=kZE2ALPb0U4