



Amendment No. 7
of
Contract Number: MA 5600 NC160000019
for
ClearPoint Strategy Software and Support
between
Ascendant Strategy Management Group ("Contractor")
and the
City of Austin

1.0 The City hereby amends this Contract by adding an additional \$1,586.90 to the Total Contract Amount.

Term	Action Amount	Total Contract Amount
Initial Term: 05/10/2015 – 05/09/2017	\$19,055.42	\$19,055.42
Amendment No. 1: Administrative Increase	\$6,000.00	\$25,055.42
Amendment No. 2: Administrative Increase	\$14,381.60	\$39,437.02
Amendment No. 3: Option 1: Extension 05/10/2017 – 5/09/2018	\$8,940.80	\$48,377.82
Amendment No. 4: Option 2: Extension 05/10/2018 – 05/09/2019	\$8,940.80	\$57,318.62
Amendment No. 5: Option 3: Extension 05/10/2019 – 05/09/2020	\$8,940.80	\$66,259.42
Amendment No. 6: Administrative Increase	\$6,656.84	\$72,916.26
Amendment No. 7: Administrative Increase	\$1,586.90	\$74,503.16

2.0 MBE/WBE goals were not established for this contract.

3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Date: 11/15/19

Printed Name: Ted K Jackson
Authorized Representative

Ascendant Strategy Management Group
75 Arlington St. 5th Floor
Boston, MA 02116

Signature: _____

Date: _____

Elisa Folco
Procurement Specialist IV

City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701



Amendment No. 6
to
Contract No. 5600 NC160000019
for
Clearpoint Strategy Software and Support
between
Ascendant Strategy Management Group ("Contractor")
and the
City of Austin

- 1.0 The City hereby amends this contract by adding an additional \$6,656.84 to the contract.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/10/2016 – 05/09/2017	\$19,055.42	\$19,055.42
Amendment No. 1: Administrative Change	\$6,000.00	\$25,055.42
Amendment No. 2: Administrative Increase 05/30/2017	\$14,381.60	\$39,437.02
Amendment No. 3: Option 1: Extension 05/10/2017 – 05/09/2018	\$8,940.80	\$48,377.82
Amendment No. 4: Option 2: Extension 05/10/2018 – 05/09/2019	\$8,940.80	\$57,318.62
Amendment No. 5: Option 3: Extension 05/10/2019 – 05/09/2020	\$8,940.80	\$66,259.42
Amendment No. 6: Administrative Increase	\$6,656.84	\$72,916.26

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Ted K Jackson 5/6/19

Printed Name: Ted K Jackson
Authorized Representative

Ascendant Strategy Management Group
75 Arlington St., 5th Floor
Boston, MA 02116

Sign/Date: James T. Howard 5/7/19

Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
to
Contract No. 5600 NC160000019
for
Clearpoint Strategy Software and Support
between
Ascendant Strategy Management Group ("Contractor")
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the above referenced contract. The term for the extension option will be May 10, 2019 to May 09, 2020. Zero (0) options will remain.
- 2.0 The total contract amount is increased by \$8,940.80 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/10/2016 – 05/09/2017	\$19,055.42	\$19,055.42
Amendment No. 1: Administrative Change	\$6,000.00	\$25,055.42
Amendment No. 2: Administrative Increase 05/30/2017	\$14,381.60	\$39,437.02
Amendment No. 3: Option 1: Extension 05/10/2017 – 05/09/2018	\$8,940.80	\$48,377.82
Amendment No. 4: Option 2: Extension 05/10/2018 – 05/09/2019	\$8,940.80	\$57,318.62
Amendment No. 5: Option 3: Extension 05/10/2019 – 05/09/2020	\$8,940.80	\$66,259.42

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Ted K Jackson 5/3/19

Printed Name: Ted K Jackson
Authorized Representative

Ascendant Strategy Management Group
75 Arlington St., 5th Floor
Boston, MA 02116

Sign/Date: James T. Howard 5/3/19

Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
to
Contract No. 5600 NC160000019
for
Clearpoint Strategy Software and Support
between
Ascendant Strategy Management Group ("Contractor")
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the above referenced contract. Effective May 10, 2018, the term for the extension option will be May 10, 2018 to May 09, 2019. One option remains. .
- 2.0 The total contract amount is increased by \$8,940.80 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/10/2016 – 05/09/2017	\$19,055.42	\$19,055.42
Amendment No. 1: Administrative Change	\$6,000.00	\$25,055.42
Amendment No. 2: Administrative Increase 05/30/2017	\$14,381.60	\$39,437.02
Amendment No. 3: Option 1: Extension 05/10/2017 – 05/09/2018	\$8,940.80	\$48,377.82
Amendment No. 4: Option 2: Extension 05/10/2018 – 05/09/2019	\$8,940.80	\$57,318.62

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Ted K Jackson 4/24/18

Printed Name: Ted K Jackson
Authorized Representative

Ascendant Strategy Management Group
75 Arlington St., 5th Floor
Boston, MA 02116

Sign/Date: Bartley Tyler 4/25/18

Printed Name: Bartley Tyler
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
to
Contract No. 5600 NC160000019
for
Clearpoint Strategy Software and Support
between
Ascendant Strategy Management Group ("Contractor")
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the above referenced contract. Effective May 10, 2017, the term for the extension option will be May 10, 2017 to May 09, 2018. Two options remain. .
- 2.0 The total contract amount is increased by \$55,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/10/2016 – 05/09/2017	\$19,055.42	\$19,055.42
Amendment No. 1: Administrative Change	\$6,000.00	\$25,055.42
Amendment No. 2: Administrative Increase 05/30/2017	\$14,381.60	\$39,437.02
Amendment No. 3: Option 1: Extension 05/10/2017 – 05/09/2018	\$8,940.80	\$48,377.82

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Ted K Jackson 6/2/17

Printed Name: Ted K Jackson
Authorized Representative

Ascendant Strategy Management Group
75 Arlington St., 5th Floor
Boston, MA 02116

Sign/Date: Bartley Tyler 6/2/17

Printed Name: Bartley Tyler
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. NC160000019
for
Clearpoint Strategy Software and Support
between
Ascendant Strategy Management Group ("Contractor")
and the
City of Austin

- 1.0 The City hereby amends this Contract by adding an additional \$14,381.60 to the contract.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/16/2015 – 10/15/2017	\$19,055.42	\$19,055.42
Amendment No. 1: Administrative Change	\$6,000.00	\$25,055.42
Amendment No. 2: Administrative Increase 05/30/2017	\$14,381.60	\$39,437.02

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _____

Handwritten signature of Ted K Jackson in black ink.

Printed Name: Ted K Jackson
Authorized Representative

Ascendant Strategy Management Group
75 Arlington St., 5th Floor
Boston, MA 02116

Sign/Date: _____

Handwritten signature of Paula Barriffe in black ink, followed by the date 5/30/2017.

Paula Barriffe
Procurement Specialist 1 - IT Procurement
City of Austin
Purchasing Office



Amendment No. 1
of
DO 5600 16051213001
MA 5600 NC160000019
for
Clearpoint Strategy Software and Support
between
Ascendant Strategy Management Group("Contractor")
and the
City of Austin

1.0 The City hereby amends this Contract by adding an additional \$6,000.00 to the contract.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 10/16/15 – 10/15/17	\$19,055.42	\$19,055.42
Amendment No. 1: Administrative Change	\$6,000.00	\$25,055.42

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

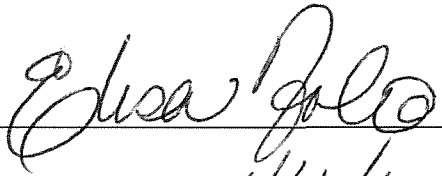
BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Date: 8/26/16

Printed Name: Ted K. Jackson
Authorized Representative

Ascendant Strategy Management Group
75 Arlington St. 5th Floor
Boston, MA 02116

Signature: 
Date: 8/26/2016

Elisa Folco
Corporate Contract Administrator

City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
And
ASCENDANT STRATEGY MANAGEMENT GROUP ("Contractor")
For
CLEARPOINT STRATEGY SOFTWARE AND SUPPORT**

This Contract is between Commercial Security Integration having offices at 2600 McHale Court, Suite 150, Austin, TX 78758 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using U.S. General Services Administration Contract No. GS-35F-0610X

1.1 This Contract is composed of the following documents:

- 1.1.1 GS-35F-0610X
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Ascendant Strategy Management Group Offer and Software & Support Agreement
- 1.1.5 Exhibit C, Non-Discrimination Certification
- 1.1.6 Exhibit D, Non-Suspension or Debarment Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 GS-35F-0610X
- 1.2.2 This Contract
- 1.2.3 Exhibit A
- 1.2.4 Exhibit B

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract will be in effect on the date executed by the City (Effective Date) for an initial term of 12 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the extension of the cooperative contract (as referenced in Section 1.1.1 above), approval of the Contractor and the City Purchasing Officer or his designee.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$19,055.42 for the initial contract term and \$8,940.80 for option 1, \$8,940.80 for option 2 and \$8,940.80 for option 3 for a total Not-to-Exceed amount of \$45,877.82 including all fees and expenses.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**ASCENDANT STRATEGY MANAGEMENT
GROUP**

CITY OF AUSTIN

Ted K Jackson

Printed Name of Authorized Person



Signature

Managing Partner

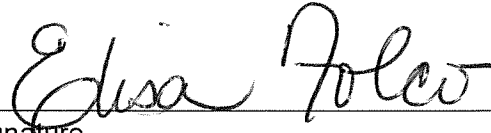
Title:

May 10, 2016

Date:

Elisa Folco

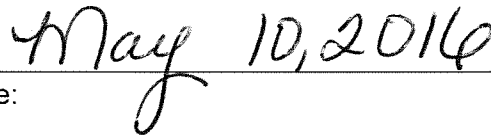
Printed Name of Authorized Person



Signature

Corporate Contract Administrator

Title:



Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	Ascendant Strategy Management Group Offer and Software & Support Agreement
Exhibit C	Non Discrimination Certification
Exhibit D	Non Suspension or Debarment Certification

Exhibit A

Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Ted K. Jackson, Phone: 866-568-0590, Email: tjackson@clearpointstrategy.com. The City's Contract Manager for the engagement shall be Michael Shanks; Phone: 512-974-1443, Email: Michael.shanks@austintexas.gov.

2. **Travel Expenses:** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3. Equal Opportunity

3.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

3.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

4. Right To Audit

4.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

5. INSURANCE: Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage

- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6. **INVOICES and PAYMENT:**

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **RESTOCKING FEES:**

A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

8. **WORKPLACE CONDITIONS CODE ("CODE"):**

A. The Austin City Council adopted Ordinance No. 20070621-152 on June 21, 2007, enacting the Workplace Conditions Code. The policy defined in this code applies to the procurement and laundering of apparel in City contracts exceeding \$5,000. Procurement includes contracts, purchases, rentals, leases, or allowances and voucher programs. Apparel refers to all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.

B. In this code:

- i. Contract means an agreement to procure equipment, goods, materials or supplies for an amount exceeding \$5,000 to be purchased or provided at the expense of the City, and

shall be construed to incorporate the definition of Contract in the City's Standard Purchase Definitions.

- ii. Vendor means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering into a Contract with the City for the performance of all or some of the work included in the scope of services for the City, or is submitting an Offer to provide products or services to the City.
 - iii. Worker means:
 - (1) any employee of a Vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;
 - (2) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and
 - (3) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.
- C. **Prohibition of Sweatshop Conditions:** A vendor who engages in or submits Offers for City contracts shall comply with the requirements in each subsection and may not supply goods or services to fulfill a City Contract except as provided below. These requirements shall be known as the Workplace Conditions Code.
- D. **Compliance with All Laws:** A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- E. **Harassment and Abuse:** A Vendor shall not engage in behavior that harasses or abuses a worker in a physical, sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.
- F. **Discrimination:** A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
- G. **Exposure to Toxins:** A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.
- H. **Wages:** A Vendor shall pay wages that comply with the Living Wages Provision contained in this Solicitation.
- I. **Wage and Hour Records:** Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- J. **Working Hours:** A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.

- K. **Overtime Compensation:** A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- L. **Termination:** A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- M. **Closure to Avoid Compliance:** A vendor may not close or reduce orders for a production facility:
- i. as a punitive measure against workers for exercising their right to freedom of association; or
 - ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.
- N. **Vendor Recordkeeping Requirements:**
- i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
 - ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
 - (1) An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
 - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
 - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
 - (2) An agreement in which the Contractor commits to the following:
 - (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
 - (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors; and
 - (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
 - (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and
 - (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
 - iii. Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
 - iv. Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Contractor's payroll records, the Contractor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.

- v. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
 - vi. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
- O. **Compliance; Verification:** Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
- P. **Enforcement; Penalties:**
- i. **Complaints:** Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
 - ii. **Requests for Information:** Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
 - iii. **Access to Production and Distribution Facilities:** For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
 - iv. **Independent Audit:** If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
 - v. **Remediation:** On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
 - (1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
 - (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
 - (3) re-instating a worker who has been dismissed in violation of the law.
 - vi. **Training On Workplace Conditions:** At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
 - vii. **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.
 - viii. **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the

Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.

- ix. **Debarment and Suspension:** In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.
- x. **Protest:** A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

9. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. **NON-SOLICITATION:**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual

compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

11. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel

must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

12. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Resource Recovery Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Resource Recovery building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Resource Recovery building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

13. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Michael Shanks

512-974-1443

Michael.Shanks@austintexas.gov

15. **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

16. **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

Exhibit B
Commercial Security Integration Offer



Austin Resource Recovery | City of Austin
ClearPoint Strategy Software & Support Agreement

Ascendant Strategy Management Group is committed to helping Austin Resource Recovery (ARR) develop and execute its strategy by providing access to the ClearPoint Strategy application. ClearPoint Strategy is a web-based strategy and performance management solution that will allow ARR to track its objectives, measures, initiatives, and action items across the entire organization.

In addition to providing the ClearPoint software application, Ascendant is committed to supporting ARR with additional consulting, facilitation, system configuration, and training services as required.

Use of ClearPoint

Use of ClearPoint is governed through the license agreement. Each user has to confirm acceptance of the agreement upon first login. It is posted here:

<http://support.clearpointstrategy.com/customer/portal/articles/1728932-end-user-license-agreement>.

Software as a Service (SaaS) Software User Licenses

Software-as-a-Service (SaaS) licenses allow named users to access the online version of ClearPoint hosted by Ascendant. This version of ClearPoint does not require ARR to provide any additional hardware or software infrastructure.

The SaaS version of ClearPoint has a primary cluster of applications servers and a database server located in a SOC3 Certified Datacenter located in Delaware. The Delaware cluster synchronizes with a backup site in California and a transaction log of activities is saved every 15 minutes. A backup of the entire database is performed nightly. This combination of activities ensures security and uptime.

The total amount for the licenses will be invoiced upon signing of the contract. ARR has the option to add additional licenses at any time using the price list below. The price for additional licenses will be pro-rated to match the expiration date of existing licenses. Prices are in USD.

Licensed users are able to make changes in the system. There is also the option to add an unlimited number of "Browser" users to the account for free. "Browser" users are able to see the information in the account but they are not able to make any changes.

Please see the user license price list on the following page.

Subscription Price List	Annual Subscription Fee	Per Additional User (Per Year)
Browser Users (View Only)	Free and Unlimited	Free and Unlimited
Up to 50 licensed users	-	\$600 per user
Per user for 51-100 licenses	\$30,000	plus \$400 per user over 50 users
Per user for 101-250 licenses	\$50,000	plus \$250 per user over 100 users
Per user for 251-500 licenses	\$87,500	plus \$100 per user over 250 users
Unlimited user license	\$150,000	-

ARR has asked for 10 licensed users and unlimited browsers. ARR can add additional licenses at any time at a pro-rated amount. In this proposal we are using the GSA pricing under contract GS-35F-0610X.

Subscription Pricing	Price	Total Price
Browser Users (View Only)	Free an Unlimited	Free and Unlimited
10 licensed users	\$544.08 per user per year	\$5,440.80
Total License Price		\$5,440.80

Scorecard Setup

ARR is ultimately responsible for maintaining objectives, measures, and projects as well as data and updating details like descriptions, owner, target, data source, formula, charts and calculations.

As a service, Ascendant can assist with initial configuration, organizational alignment, data entry, structuring Excel and Text file data imports and designing custom dashboards. This service is billed by the day and can be completed on-site or remotely. We estimate that it will take 2 days to incorporate the current and historical performance of your measure data into ClearPoint.

Setup	Price	Total Fees
System configuration and setup	\$1,435.77 per day	\$1,435.77
Data Entry	\$1,435.77 per day	\$1,435.77
Setup Total		\$2,871.54

Training

Ascendant will include some web-based training with premium support and ARR has chosen 2 days of onsite training at this time. We recommend thinking about classes for editors and updaters as well as a separate class for administrators. This can be completed onsite or via screen sharing. While onsite training has the benefit of having an instructor in the classroom to answer questions and see challenges as they take place on participants screens, screen sharing can also be a good option for training.

The training would be jointly designed with the ARR administrator and the ClearPoint trainer and would cover the topics below. There will also be some time for "office hours" during the onsite days to cover any specific questions that might not be captured in the training.

Basic Training (1/2 Day)	Advanced Training (1/2 Day)
<ul style="list-style-type: none"> • Logging into ClearPoint • Changing your password • Accessing help • Understanding reporting periods • Understanding "edit" vs. "update" • Inline editing pros and cons • Editing your scorecard • Using the HTML editor • Printing a page • Exporting to Excel • Generating PDF briefing books 	<ul style="list-style-type: none"> • Managing user access rights • Aligning department scorecards • Configuring status indicators • Configuring reporting periods • Configuring custom fields • Defining and using fiscal years • Generating custom reports • Developing custom grid views • Configuring measure series • Using calculated fields • Configuring external data sources • Configuring projects and Gantt charts

Users	Price	Total
Training	\$2,871.54 for onsite training	\$5,743.08
Travel Expenses	Billed at cost – estimated here	\$1,500.00
Training Total		\$7,243.08

Support

ClearPoint licenses include basic support. ARR also has the option to purchase "Premium Support" which allows licensed users to request and receive Help Desk support services from a qualified Technician or ClearPoint Engineer throughout the year.

With premium support, all requests should be channeled through a designated ARR support contact who will relay the questions to the ClearPoint Support Team to schedule phone, email, or screen sharing sessions as needed.

ClearPoint Support Options	Basic Support	Premium Support
Access to Support Forum	Included	Included
Email Support	24-Hour Response	4-Hour Response
Telephone and in-app messaging Support		Included
Video Screen-Sharing Support		Included
Dedicated Support Representative		Included
Configuration Support		Included
Custom Field Support		Included
Calculated Field Support		Included
Report Layout Support		Included
Custom Chart Types		Time and Materials
New Feature Requests		Time and Materials

Users	Price	Total
Basic Support	Complimentary	-
Premium Support	\$3,500 per designated support contact per year	\$3,500
Support Total	-	\$3,500

Additional Services

ARR also has the option of utilizing additional configuration, consulting and facilitation services from Ascendant. Ascendant has in-house ClearPoint development and integration expertise available as a service. Ascendant also offers consultants with extensive experience developing strategic plans and implementing scorecard management systems.

Users	Price	Total
Active Directory / LDAP Integration	\$500 (for up to 250 users)	Not Included
Database Integration (Excludes specific query writing)	Time and Materials	Not Included
SQL Queries	Time and materials	Not Included
Consulting Services	Time and materials	Not included
Facilitation Services	Time and materials	Not included
Services Total		Not included

Total Price

The following table includes the proposed deliverables and the pricing for each item.

Deliverable	Description	Price
ClearPoint SaaS Software User Licenses	Browse only users	Free and Unlimited
	10 licensed users (to start in year 1)	\$5,440.80
Scorecard Setup	2 days	\$2,871.54
Training	2 days onsite	\$5,743.08
Premium Support	1 contact	\$3,500.00
Travel Expenses	Estimated	\$1,500.00
Total	-	\$19,055.42

Invoicing and Payment

Licenses and Support will be billed annually and invoiced immediately following the execution of this contract. Training and Setup services (if appropriate) will be invoiced upon completion.

Changes and Renewal

Changes to this agreement may be made through standard written communications, including email, and invoicing is an acceptable way to extend the agreement. Paying an invoice in a timely manner will be considered a renewal, and not paying will be considered a cancellation. There will be a \$250 charge for renewing a cancelled account, and all missing months must be paid in full.

Acceptance

If the terms of this agreement are acceptable to you, please sign and return a copy of this agreement to Ted Jackson, Managing Partner, Ascendant Strategy Management Group.



February 26, 2016

Ted Jackson, Managing Partner
Ascendant Strategy Management Group

Date

Authorized Agent
Austin Resource Recovery | City of Austin, TX

Date

Exhibit C
Non Discrimination Certification

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10th day of May, 2016

CONTRACTOR Ascendant Strategy Management Group

Authorized
Signature



Title

Managing Partner

Exhibit D
Non Discrimination Certification

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: ☐ Ascendant Strategy Management Group

Signature of Officer or
Authorized
Representative: ☐



Date: ☐ May 10, 2016

Printed Name: ☐ Ted Jackson

Title ☐ Managing Partner



**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 is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsaadvantage.gov>

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT

**SCHEDULE TITLE: GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES**

FSC GROUP: 70

**CONTRACT NUMBER:
GS-35F-0610X**

**PERIOD COVERED BY CONTRACT:
September 26, 2011- September 25, 2016**

Ascendant Strategy Management Group, LLC

75 Arlington St

Boston, MA, 02116

Phone: 866-568-0590

Fax: 617-848-2941

Website: www.AscendantSMG.com

Contractor's Administration Source: info@ascendantsmg.com

**General Services Administration
Management Services Center Acquisition Division
Modification #PA-0007, dated December 13, 2013**

Business Size: Small

DUNS: 824766757

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

GSA AWARDED TERMS AND CONDITIONS

Ascendant Strategy Management Group, LLC

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN 132-32: Term Software License
SIN 132-34: Maintenance of SaaS, Premium Support
SIN 132-50: Training Course
SIN 132-51: IT Professional Services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: See attached Pricelist

1c. HOURLY RATES (Services Only): See attached Pricelist

2. MAXIMUM ORDER*:

SIN 132-32: \$500,000
SIN 132-34: \$500,000
SIN 132-50: \$25,000
SIN 132-51: \$500,000

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic and Overseas Delivery.

5. POINT(S) OF PRODUCTION:

75 Arlington Street, 5th Floor
Boston, MA 02116

6. DISCOUNT FROM LIST PRICES: Net GSA pricing is listed in the attached Pricelist

7. QUANTITY DISCOUNT(S): Net GSA pricing is listed in the attached Pricelist

8. PROMPT PAYMENT TERMS: 0% net 30

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

9b. Government purchase cards **are not accepted** above the micro-purchase threshold

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY:

132-32: 5 days
132-34: 5 days
132-50: 2 weeks or as required
132-51: 2 weeks or as required

11b. EXPEDITED DELIVERY: To be negotiated at the task order level

11c. OVERNIGHT AND 2-DAY DELIVERY: To be negotiated at the task order level

11d. URGENT REQUIREMENTS: Customers are encouraged to contact the contractor for the

purpose of requesting accelerated delivery

12. FOB POINT: DESTINATION

13a. ORDERING ADDRESS:

Ascendant Strategy Management Group
Attn: GSA Purchasing
75 Arlington Street, 5th Floor
Boston, MA 02116
Phone: (866) 568-0590
Fax: (617) 848-2941

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

14. PAYMENT ADDRESS:

Ascendant Strategy Management Group
Attn: GSA Purchasing
75 Arlington Street, 5th Floor
Boston, MA 02116
Phone: (866) 568-0590
Fax: (617) 848-2941

15. WARRANTY PROVISION: Ascendant represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Ascendant help documentation under normal use and circumstances. This warranty is for the length of the software subscription.

16. EXPORT PACKING CHARGES: N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:

Accepted at and below the micro-purchase threshold

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable).
N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. 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/ : YES

25. DUNS NUMBER: 824766757

**26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR
REGISTRATION (CCR) DATABASE: Active**

ClearPoint Software

ClearPoint Strategy is web based Scorecarding, Dashboarding, and Project Management software developed by Ascendant Strategy Management Group to help organizations manage their performance. ClearPoint Software is hosted at Ascendant's secure SOC3 Certified datacenter and available under an SLA with assurance of availability, security, redundancy, and backup.

Standard Support

Each user license comes with “Standard Support” which includes community question board as well as email based support from ClearPoint engineers, both free of charge.

Premium Support

Organizations can also purchase ClearPoint “Premium Support”. The chart below outlines the differences between standard support (included with all ClearPoint accounts) and premium support

ClearPoint Support Options	Standard Support	Premium Support
Community Support Forum	Included	Included
Email Support	72 Hour Response	4 Hour Response
Telephone Support		Included
Dedicated Support Representative		Included
Enhancement Requests		Included
Configuration Support		Included
Custom Chart Types		Included
Custom Field Support		Included
Calculated Field Support		Included
Report Layout Support		Included
Integration Support		Time & Materials

Key differentiators of the ClearPoint solution:

- Meets all functional and technical requirements required of software-as-a-service solutions
- Represents over 30 FTE years of best practices in the Balanced Scorecard
- Offline briefing books (in PDF) replicate the online experience with links intact
- Extensively customizable and flexible system that can conform to changing requirements
- Responsive development and support team dedicated to client success
- Support team and trainers who understand the Balanced Scorecard and technology

Training Course Descriptions

ClearPoint End-User Training Course

End user (Division/Department BSC Owners, Measure Owners, and Report Liaisons) training will focus on how to effectively use ClearPoint to manage strategy and reporting processes. This training class includes an overview of objectives, measures, initiatives, and action items. Participants will have the opportunity to edit and update elements, create charts, enter data, create custom summary and detail layouts and generate briefing books.

ClearPoint End-User Training is a 1/2 day (4 hour); it will be held at the customer location. Client must provide one computer with high speed internet access per trainee. Limit 20 trainees per training class. Cost is \$1,435.77 plus travel expenses

Topics covered in the End-User Training Course include:

- Logging in to ClearPoint
- Changing your password
- Accessing help
- Understanding reporting periods
- Understanding "edit" vs. "update"
- Inline editing pros and cons
- Editing your scorecard
- Updating your scorecard
- Using the HTML editor
- Printing to PDF and exporting to Excel
- Generating briefing books

ClearPoint Administrator Training Course

Administrator (BSC Administrators and IT support staff) training will focus on how to configure ClearPoint for use by end users. In addition to the topics covered by the End-User training class, this class includes security topics, adding and removing users, adding and removing scorecards, managing notifications, and configuring custom fields. Participants will also have the opportunity to add reporting periods, develop calculated fields, and integrate data sources.

ClearPoint Administrator Training is a half day (4 hour) training session, it will be held at the customer location. Client must provide one computer with high speed internet access per trainee. Limit 10 trainees per training class. Cost is \$1,435.77 plus travel expenses and trainees must have already completed Clear-Point End User Training (purchased separately).

Topics covered in the Administrator Training Course include:

- Managing users
- Adding scorecards
- Understanding ClearPoint configuration options

- Configuring status indicators
- Configuring reporting periods
- Configuring custom fields
- Defining fiscal years
- Changing screen layouts
- Developing custom grid views
- Using calculated fields in grid views
- Configuring measure series
- Using calculated measure series for data rollup
- Configuring external data sources
- Understanding the ClearPoint Security Model



Federal Supply Schedule Price List
Prices Shown herein are Net (Discount Deducted)

SIN	Description	Final GSA Price W/ IFF
132-32	ClearPoint Strategy: Up to 50 users	\$544.08 per user
132-32	51-100 users	Annual Subscription Fee: \$27,204.03 Per Additional User: plus \$362.70 per user over 50
132-32	101-250 users	Annual Subscription Fee: \$45,340.05 Per Additional User: plus \$239.29 per user over 100
132-32	251 or more users	Annual Subscription Fee: \$ 81,234.26 Per Additional User: plus \$95.72 per user over 250
132-32	Unlimited users	Annual Subscription Fee: \$143,576.83
132-34	ClearPoint "Premium Support" per user in addition to user license fee	\$287.15
132-34	Unlimited ClearPoint "Premium Support"	\$143,576.83

	(unlimited # of users)	
132-50	ClearPoint End-User - 4 hours Training Course, max 20 participants	\$1,435.77
132-50	ClearPoint Administrator- 4 hours Training Course, max 10 participants	\$1,435.77
132-51	Technical Consultant / ClearPoint Engineers	\$179.47

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

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

3. GUARANTEE/WARRANTY

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

Ascendant represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Ascendant help documentation under normal use and circumstances. This warranty is for the length of the software subscription.

- 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 866-568-0590 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 5:00 PM EST.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type):

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

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

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

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

 X 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- 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) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor 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.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

NOT APPLICABLE

- 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 ___% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

NOT APPLICABLE

- a. After a software product has been on a continuous term license for a period of _____ * 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, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the

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

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

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

NOT APPLICABLE

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

NOT OFFERED

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

NOT OFFERED

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.

NOT OFFERED

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

*****NOTE:** *All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.*

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

Commercial Job Title: Technical Consultant / ClearPoint Engineers

Minimum/General Experience: Minimum of 1 year experience with strategy and performance management systems.

Minimum Education: Minimum of a completed four year (Bachelor's) degree or four years of equivalent work experience

Functional Responsibility

1. Content Migration, Data Entry and Start-Up Support

Our Technical Consultant can manage the implementation of a new instance of ClearPoint strategy. Technicians typically start by importing existing content and data from other legacy reporting systems, in spreadsheets or slides, or other formats. User's access rights, periodicities, dashboards, and any other user specific requirements can also be implemented.

2. Data Linkage

Our Technical Consultant can integrate ClearPoint with other data systems at your organization through Excel or flat file connections. Data linkages can be created between ClearPoint and other applications BI, HR, Finance, and Operations software.