STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
1 of 2	12/12/19
BUSINESS UNIT	BUYER
64891028	NANCY STORANT (AS)

VENDOR NUMBER: 1363462

CONTRACT NUMBER
89112 O4

VENDOR ADDRESS:

ENVISAGE TECHNOLOGIES CORPORATION
101 W KIRKWOOD AVE STE 200
BLOOMINGTON IN 47404-6132

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JANUARY 01, 2020 THROUGH DECEMBER 31, 2022

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 103289 OR

Contract to supply and deliver Acadis Training and Curriculum Software to the State of Nebraska as per the attached specifications for the contract period January 1, 2020 through December 31, 2022.

Vendor Contact: Nicole Forzano
E-Mail: nicole.forzano@envisage.com

(12/12/19 ml)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ACADIS TRAINING & CURRICULUM SOFTWARE 1/1/2020-12/31/2020 Acadis SaaS Basic Bundle (Annual)	1.0000	EA	120,128.6100	120,128.61
	Acadis 4 Modules (LMS, Compliance, Testing, Documents)				
	Configuration (One Time - Implementation Support)				
	Initial Setup (One Time - Server Hardware Setup Costs)				
	Training				
	Acadis On-Site Rapid Start Visit				
	Travel				
2	ACADIS TRAINING & CURRICULUM SOFTWARE RENEW 1/1/21-12/31/21	1.0000	EA	40,840.8000	40,840.80

12.19.19
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BUYER

MATERIEL ADMINISTRATOR   12/19/19

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

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64891028	NANCY STORANT (AS)

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CONTRACT NUMBER
89112 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	ACADIS TRAINING & CURRICULUM SOFTWARE RENEW 1/1/22-12/31/22	1.0000	EA	40,840.8000	40,840.80

GSA Pricing per GSA Schedule GS-35F-0058N

Total Order   **201,810.21**

BUYER INITIALS

R43500|NISK0002|NISK0002 20150901

Nebraska State Patrol

Acadis Readiness Suite
Cost Quote

Acadis Readiness Suite
November 26, 2019

Submitted by:

E N V I S A G E
T E C H N O L O G I E S

101 W. Kirkwood Ave, Suite 200
Bloomington, IN 47404
www.envisagenow.com
Contact:
Nicole Forzano
Vice President
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Nebraska Vendor ID: 1363462

E N V I S A G E
T E C H N O L O G I E S

Overview

The quote featured in this document is for the Acadis Readiness Suite, developed by Envisage Technologies. Acadis consists of the training management system and a series of supporting software modules, which are configurable to support the full spectrum of training operations. These modules work in tandem to support and manage online and classroom-based courses, high-liability training, and complex training and business processes. A brief overview of each of the Acadis modules is provided on the following pages.

Acadis Training (Base Module)

Acadis Training tracks individual training records from initial hiring through separation or retirement, provides for the development of course curriculum, and tracks training progress and test scores. Acadis then aggregates these records into an accurate and legally defensible transcript including course weights and applicable awards. The additional administrative features of the Acadis Training module include:

- Track training and testing records across an individual's career
- Digitize and automate cumbersome paper processes
- Increase accuracy and efficiency of reporting
- Secure and control access to sensitive information
- Assign training based on individual career goals (Career Roles)
- Create manual and automated workflows

For additional information on the full features and benefits of the Acadis Training module, please click here.

Acadis Learning Management System (LMS)

The Acadis LMS delivers online training courses, allows the assignment or self-registration to online courses, and tracks the successful completion of the training event within Acadis. The Acadis LMS module provides a low-cost delivery vehicle for online training courses and supports a fully blended training approach. The additional administrative features of the Acadis LMS module include:

- Augment classroom and skills-based training with online learning
- Deliver SCORM-compliant (versions 1.2 through 2004r4) online training courses
- Add discussions to online classes and activities
- Automate the posting of online course results to an individual's training record (Person Record)
- Maintain a library of online courses
- Observe online learning metrics with an Online Events Monitor

For additional information on the full features and benefits of the Acadis LMS module, please click here.

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Acadis Compliance

Acadis Compliance provides a proven and flexible tool to process new certifications and periodic, ongoing renewals. This ensures that individuals and organizations are compliant with all applicable standards and regulations. The additional administrative features of the Acadis Compliance module include:

- Maintain a full compliance and certification history across an individual's career
- Identify upcoming and recent expirations
- Automate the certification renewal process

- Confer, renew, or revoke certifications
- Certify individuals, organizations, and inventory
- Assign Career Roles to a Person Record

For additional information on the full features and benefits of the Acadis Compliance module, please click here.

Acadis Testing & Online Testing Portal

The Acadis Testing module provides for the administration of classroom and online tests, and automates numerous testing functions. The module includes a full-featured test builder, question repository, and randomization engine. The additional administrative features of the Acadis Testing (and Online Testing Portal) module include:

- Link Learning Objectives to test questions
- Automate test grading and reporting of grades to Person Record
- Track logins, time spent in a test, and test completion with the Proctor Monitor

- Record field testing with the Acadis Mobile application
- Allow individuals to access approved online tests via the Online Testing Portal
- Improve test integrity using anti-cheating features native to Acadis

For additional information on the full features and benefits of the Acadis Testing module, please click here.

Acadis Surveys

Acadis Surveys is a fully integrated survey builder module that provides tools to create surveys, and automatically distribute them in order to collect and evaluate student reaction to training and instruction. The module also supports non-instructional surveys and polls, which allow organizations to gather information on various topics quickly and efficiently. The additional administrative features of the Acadis Surveys module include:

- Design surveys with Likert-type scales and free-form text fields
- Distribute surveys through automated emails
- View and export survey results

- Automate survey results tallying
- Analyze student reaction to training (Kirkpatrick Level 1)
- View survey results across multiple classes

For additional information on the full features and benefits of the Acadis Surveys module, please click here.

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Acadis Documents

Acadis Documents digitizes and maintains the legal defensibility of important documents in order to minimize litigation risk, and ensures that important documentation is accessible when needed. Acadis Documents reduces the need for storage of paper documents, and maintains a digital record that is not susceptible to alteration, deterioration or destruction. The additional administrative features of the Acadis Documents module include:

- Maintain the legal defensibility of important documentation
- Attach documents to Person, Class, and Instructor Records
- Import multiple documents quickly and easily

- Upload common document types
- Fulfill certification requirements with supporting documentation
- Attach photos and other documents for inventory identification

For additional information on the full features and benefits of the Acadis Documents module, please click here.

Acadis Portal Framework with In-Service Reporting Portal

The Acadis Portal is the foundation for the distribution of Acadis functionality across a wide geography, while the In-Service Reporting Portal allows the reporting of in-service training by all locations under an organization's purview. The additional administrative features of the Acadis Portal Framework with In-Service Reporting module include:

- Track the training and skills reported by all agencies within an organization
- Remotely report training and certification information
- Create online forms (WebForms) to replace paper

- Define a list of mandatory and/or approved in-service training events
- Manage in-service rosters and attendance
- Manage user access permissions

For additional information on the full features and benefits of the Acadis Portal Framework, please click here.

Acadis Performance Evaluations & Performance Evaluation Portal

Acadis Performance Evaluations allows organizations to design and capture field reviews for personnel during basic, advanced and on-the-job training programs. Competencies within Acadis Performance Evaluations are configurable to mirror essential job tasks and provide user-defined rating scales. The additional administrative features of the Acadis Performance Evaluations module include:

- Ensure alignment of competencies and job roles
- Auto-assign Field Training Plans to eligible students
- Manage missing assignments using the Field Training Plan Assignments Monitor

- Compare and analyze student performance in the field
- Maintain a full performance history on the Person Record
- Analyze student behavior (Kirkpatrick Level 3)

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For additional information on the full features and benefits of the Acadis Performance Evaluations module, please click here.

Acadis Person Portal

The Acadis Person Portal allows individuals to log in and review stored information within Acadis, including their contact information, training history, qualifications, and certifications. The additional individual learner-focused features of the Acadis Person Portal include:

- Access personal training and certification records
- Request updates to personal training and certification records
- View and print transcripts, diplomas, and personal training history reports

- Renew and print existing certifications
- Update and manage personal profile information
- Email personal professional history report

For additional information on the full features and benefits of the Acadis Person Portal, please click here.

Acadis Workforce Portal

The Acadis Workforce portal allows supervisory access to the training records of personnel under their purview. This works on a tiered structure allowing higher-level supervisory access to personnel training records across multiple teams. The additional administrative features of the Acadis Workforce Portal include:

- Create organizational efficiency by decentralizing the data reporting process
- View a list of all personnel within a specific chain of command
- Ensure only authorized individuals can access and report information

- View full training, employment, and certification records for all employees (based on access permissions)
- Submit employment updates and maintain employee contact information

For additional information on the full features and benefits of the Acadis Workforce Portal, please click here.

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COST QUOTE

This following cost quote reflects the Acadis Software as a Service (SaaS) one-year subscription for 1001 active person records. The costs presented include the subscription costs for the suggested Acadis modules, implementation and configuration, and software training for the proposed modules. The costs reflected in this quote are valid for 60 days from October, 21 2019. Costs below represent GSA Schedule Contract: GS-35F-0058N.

ACADIS READINESS SUITE

The following modules are included in this cost quote:
- Acadis Training (Required)*
- Acadis Performance Evaluations*
- Acadis Performance Evaluations Portal*
- Acadis Surveys*
- Acadis Personal Portal*
- Acadis Online Testing*
- Acadis Workforce Portal*
- Acadis LMS**
- Acadis Compliance**
- Acadis Testing**
- Acadis Documents**

Year One—1001 user records	Costs	Product SIN #	Product GSA Price
Acadis SaaS Basic Bundle (annual)*	$23,543.52	132-40 (SaaS Bundle) Medium; pg. 25 of GSA schedule	$1.96 Per Active Person Record / Per Month (1001 Records)
Acadis 4 Modules ** (LMS, Compliance, Testing, documents)	17,297.28	132-40 (Turnkey License); pg. 21-22 of GSA schedule	.36 Per Active Person Record / Per Month (1001 Records) x 4 modules
Configuration (one time – implementation support)	$47,433.00	132-51- Project Manager; pg. 28 of GSA schedule	$158.11 / hour
Initial Setup (one time – server hardware setup costs)	$10,881.61	132-32 (Service) – Medium ; pg.20 of GSA schedule	$ 10,881.61
Training***	$6,324.40	132-51- IT Training Specialist- Senior; pg. 29 of GSA schedule	$158.11 / hour
Acadis On-site Rapid Start Visit	$12,648.80	132-51- Project Manager; pg. 28 of GSA schedule	$158.11 / hour
Travel - placeholder for actual cost	$2,000.00	N/A	N/A
Total Year One	**$120,128.61**		
Annual Pricing for Option Year Two	**$40,840.80**		
Annual Pricing for Option Year Three	**$40,840.80**		
Total	**$201,810.21**		

Software as a Service is an annual fee. Envisage will provide support for hardware/servers/connectivity, Windows and Oracle management

*** *Training costs reflect ten (10) days on-site classroom Acadis software training. Please see Appendix A: Critical Assumptions for additional training information.*

Appendix A: Critical Assumptions

In submitting this cost quote, Envisage Technologies has made the following critical assumptions, which represent our understanding of the Nebraska State Patrol (NSP) intent surrounding the project and the desired work product:

1.) The Acadis® Readiness Suite is a Commercial off the Shelf (COTS) software product developed by, and the sole intellectual property of, Envisage Technologies. Any customizations made during the course of a contract with NSP do not change the intellectual ownership, and NSP understands that Envisage will be modifying the pre-existing Acadis commercial product on an ongoing basis. As such, NSP will obtain no rights to such intellectual property beyond the express rights granted under the Acadis master license agreement (attached).

2.) NSP has administrative access to the requisite data sources for personnel, training and certification and can provide extracts of existing NSP data in industry standard formats such as CSV. Envisage assumes that all data extraction and cleansing of legacy systems' data will be done by NSP personnel. Any Data Migration Consulting Services included in this proposal include the guiding and sharing of best practice techniques with the NSP personnel responsible for the data import tasks.

3.) The Acadis SaaS and Premium SaaS subscription services are billed annually, and the first installment is invoiced upon contract signing. Annual renewals are billed one month in advance of the service expiration date and are due prior to the expiration date.

4.) Costs are based on the following information, which have been provided by the client: 1001 active user records. By accepting this cost quote, NSP warrants that this is an accurate basis for quote purposes. NSP agrees to inform Envisage Technologies of any net increase or decrease in active user records prior to, and after, executing a contract with Envisage Technologies. Should the number of active users exceed the amount upon which this cost quote is based, NSP understands that Envisage reserves the unilateral right to adjust annual costs in order to accurately reflect significant (5% or more) overage in active users.

5.) Any Firm Fixed Price (FFP) deliverables involving professional services will be billed in one lump sum at the beginning of the project.

6.) For Envisage-hosted instances of the Acadis Readiness Suite on AWS GovCloud, up to 1-terabyte of total disk storage (not including backups) is included. Additional space can be added, as needed, at applicable industry-standard rates.

7.) Agile development requires an Integrated Project Team and assumes a high level of communication and interaction between Envisage and NSP personnel. NSP will make available Subject Matter Experts and end users to work closely with Envisage on all aspects of the program. Seventy-five (75%) percent of Development Points are allocated for new feature development and enhancements to the Acadis software, while the remaining 25% of Points are set aside for regression and quality assurance testing on these features.

8.) Training costs are considered door-to-door. Therefore, training costs accrued by NSP commence once the trainer(s) leave Envisage headquarters to travel to NSP and cease upon the trainer(s) return to Envisage headquarters.

9.) Based on our significant experience working with other public safety training organizations, Envisage believes that many of the requirements for this project can be accommodated with the existing Acadis software, though some, additional features will require funded custom development. Given that the complete scope of NSP's operational priorities will only be known after the kickoff meeting, and that these priorities tend to evolve over time, Envisage can provide rapid customizations utilizing the Agile software development process. As new requirements emerge, Envisage can provide cost estimates and NSP will have the option of modifying the scope of the contract to include such customizations as needed.

10.) NSP reserves all rights to the data of their personnel. At the conclusion of the period of performance, should

NSP choose not to retain the services of Envisage, Envisage will return all data sets in an industry-standard format.

E N V I S A G E
T E C H N O L O G I E S

ENVISAGE TECHNOLOGIES, LLC

STATEMENT OF WORK FOR THE NEBRASKA STATE PATROL

Prepared: October 21, 2019

BACKGROUND

This Statement of Work (SOW) describes the phased tasking necessary to provide Nebraska State Patrol with a single, enterprise-wide training system to track training, certification, compliance and employment for all Nebraska State Patrol Personnel. It is intended to identify and describe important milestones and deliverables for implementing the Acadis Readiness Suite.

The goal of the project is to provide a robust, application specific, commercial off the shelf (COTS) product to meet the needs of the state patrol. The Acadis system is designed to manage training and certification processes for state patrol authorized representatives including command and support staff, as well as sworn and civilian employees who provide traffic, investigative, administrative and support services to the citizens of Nebraska. Acadis is a distributed, web-based solution to: track comprehensive employment and training records for all and provide agencies throughout the state with an on-line reporting system. A web-based system would allow agency access to track comprehensive employment and training records for all state troopers and provide divisions throughout the state with an on-line reporting system.

This Statement of Work (SOW) The goal of this project is to move legacy training systems into the existing, state-of-the-art training management system, the Acadis Readiness Suite, a commercial-off-the-shelf software application. This system is currently in use by 25 states for managing public safety personnel.

TIMELINE AND DELIVERABLES

The following table details specific tasks, milestones, and completion dates. The Contractor is estimating approximately six months from start of the project to completion. This timeline includes work to implement the Acadis Readiness Suite and all tasking to support it. The Contractor will pursue all options to complete this project ahead of schedule, but will require timely input from Nebraska State Patrol staff.

1. **Audience**
   Nebraska State Patrol tracks employing, certifying, and training information for all command staff, support staff, qualified instructors, sworn and civilian personnel.

2. **Statement of Objectives**
   The purpose of this project is to implement the Acadis Readiness Suite as a Software-as-a-Service (Cloud) for Nebraska State Patrol, located in Lincoln, NE. Specifically, Nebraska State Patrol will use the Acadis system to automate, standardize, and manage the following processes: The purpose of this project is to implement the Acadis Readiness Suite as a Software-as-a-Service (Cloud) for Nebraska State Patrol, located in Lincoln,

NE. Specifically, Nebraska State Patrol will use the Acadis system to automate, standardize, and manage the following processes:

- A) Track all Training for Certifications
- B) Manage Ongoing Certifications, including Instructors
- C) Track Sworn and Civilian (Employment, Training, Certifications), including Instructors
- D) Manage Training Academy Curriculum Standardization
- E) Manage Courses, Events, Workflows, Career Roles, Documents and Surveys
- F) Provide Personnel with an Online Portal and In-Service Reporting Process
- G) Provide Personnel Management (hire/separate)
- H) Reports and Dashboards

3. Description of Tasks

Envisage shall provide technical service in support of Acadis requirements. The requirements are identified as major tasks, which are described below.

A) Project Preparation: Kick-off Meeting

Envisage will coordinate the project kick-off meeting, providing a forum for the introduction of all team members, reviewing key contract elements, managing shared expectations, identifying roles and responsibilities, introducing the Integrated Project Team, determining communication strategies and setting the weekly project meeting schedule.

Deliverable: Scheduled meeting with minutes distributed

Time Frame: One (1) Week after contract sign, depending on team member availability

B) Project Consulting

Envisage will provide project consulting to Nebraska State Patrol, including weekly meetings to discuss project status and direction, configuration of Acadis, and demonstrations of functionality pertinent to the application of Acadis to business processes. Your project consultant will act as your primary point of contact throughout the duration of the initial phase of software implementation, providing historical information on our knowledge of implementation with other customers to ensure a successful transition from legacy systems to Acadis.

Deliverable: Weekly Status Meetings, Project Status Notes

Time Frame: Ongoing until Nebraska State Patrol is live in production

C) Acadis Readiness Suite Software - Installation

Envisage will provide the Nebraska State Patrol with a hosted instance of our software solution, including the setup of the Acadis environment, modules included in this SOW (Item 4 Acadis Modules), Windows operating systems, and Oracle 12c.

Deliverable: Hosted Production Instance of Acadis

Time Frame: One (1) Week after contract sign

D) Implementation Planning

Envisage staff will meet with Nebraska State Patrol subject matter experts to demonstrate the software and map Acadis functionality to the Commission's existing

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systems/business processes. This activity may take place at the customer's location, if included as part of the contract. The purpose of this analysis will be to create plans for the project itself, including data migration, testing, and training.

Deliverable: High-Level Plan with Recommended Durations
Time Frame: Six (6) Weeks after contract sign

E) Set-up and Configuration of Global Preferences and Labels
Envisage will work with the Nebraska State Patrol system administrators to set-up baseline elements, such as Acadis user interface values, Fiscal Year settings, branding of web pages, and automated email notifications.

Deliverable: Baseline configuration of the Acadis Required Modules
Time Frame: Four (4) Weeks after Installation

F) Configuration of Customer-Specific List Values and User Defined Fields
Acadis includes the ability to manage custom lists and user defined fields throughout the system to match the Nebraska State Patrol terminology. Further, the dynamic list management functions allow users to create and define drop down lists, ensuring standardization within the system. This provides flexibility for the city to customize standard terminology within Acadis without the cost of programmers to modify system variables. This also supports the importation of legacy data to appropriate list fields within Acadis.

Deliverable: Assistance in selecting custom settings to Acadis modules
Time Frame: Eleven (11) Weeks after Installation

G) Data Import Consultation from Legacy System(s) and List Values
Acadis includes data import tools designed to map legacy data directly into the Acadis schema. Training, import consultation will be provided to the Commission's technical staff to move data into Acadis. Nebraska State Patrol will be responsible for comparing data and "scrubbing" of data to combine duplicate personnel for data import to Acadis. Envisage will provide Commission technical staff with sample comma-delimited data file formats for export from legacy systems for Nebraska State Patrol use with Acadis import tools to import data.

In conjunction with data imports, Acadis includes the ability to manage custom lists and user defined fields throughout the system to match the Commissions legacy data elements. Further, the dynamic list management functions allow users to create and define drop down lists, ensuring standardization within the system. This provides flexibility to customize standard terminology within Acadis without the cost of programmers to modify system variables. This supports the importation of legacy data to appropriate list fields within Acadis.

The data import task often involves planning, identifying, and analyzing conversion requirements, preparing conversion specifications, developing and testing conversion programs, and converting the data. Objectives of this task are described below:
- Data integrity (Client)
- Data quality (Client)
- Data verification (Client)

- Data loads for testing purposes (Client)
- Data load completion (Client)

Deliverable: Consultative Support for Data Migration Activities (e.g., meetings, demonstrating of options, import tools training, template design reviews, assistance with test scenarios, etc.)

Time Frame: 12 Weeks after Set-up and Configuration (estimated: dependent upon client resources and data quantity/quality)

H) Training on Purchased Modules

A comprehensive and effective training strategy will help ensure that Nebraska State Patrol achieves the maximum return on investment when implementing and deploying the Acadis Readiness Suite. Envisage will provide one (1) week of training onsite.

The Envisage training approach is designed to facilitate user self-sufficiency through developing internal Nebraska State Patrol – Acadis expertise. This train-the-trainer approach will establish core Acadis experts among the Commission staff and Subject Matter Experts (SMEs) who can support other users for continued long-term success.

Deliverable: Training for Acadis Modules

Time Frame: Six (6) Weeks after data migration is complete

I) Communication Strategy for Portal Roll-out

Envisage will work with Nebraska State Patrol to create a communication strategy to increase adoption of the Acadis Portal Framework. This will address all departments within the city who report information to the Commission. Further, Envisage will offer online webinars to provide further training for the on-line aspects of the software.

The objective for this phase will be to increase administrative capacity through automation and roll out the Acadis Portal, Online Registration, In-service Reporting, Person Portal and Workforce Portal to all departments across the City.

Deliverable: Communication strategy (email and primers, Webinar Training Schedule

Time Frame: Two (2) Weeks

J) System Implementation – Production Go Live

Based on the successful completion of all project activities and deliverables – as well as real-time input from the Integrated Project Team – the client installation will be transitioned to "go live" status.

Deliverable: Go Live with Acadis in production environment

Time Frame: TBD (dependent upon overall client readiness)

K) Release Demonstrations

After the Go Live event and subsequent out years, the Acadis SaaS provides six (6) updates annually, approximately every eight (8) weeks. New features will be demonstrated during weekly user group meetings, with a full release demonstration prior to the release. Release notes will accompany the updates to the software outlining the changes reflected in the release.

Envisage can also provide Acadis training to the appropriate staff for each delivered release, upon request, via webcast.

4. Acadis Modules for Nebraska State Patrol

A) Acadis Training

Acadis Training serves as the central repository for training records, employment records, certifications and contact information. It enables the Commission to maintain complete and accurate student records throughout the entire lifecycle of employment. A detailed student/instructor record includes:

- Student, State Trooper and Instructor Training Records
- Organization Structure and Contact Information
- Employment Information – Rank/Title, physical location
- Training Events (Online, Classroom, Observed, In-service)
- Course Transcripts and Training History
- Qualifications/Certifications (with the ability to customize and (re)print certificates)
- Training Program Templates
- Class Management
    - Instructor Assignment
    - Student Rosters
    - Tests and Grades (written, online and physical, with import capability)
    - Conferral of Certifications
    - Attendance
- Certification Records plus Certificate Print Masters (create custom certificates)
- Advanced Search, View and Export Capabilities
- Data Import/Export Capability
- WebForms to Manage the Waiver and Extension Processes

Class Management

Acadis utilizes curriculum templates to save time in the creation of standardized coursework. Course templates reflect the current training curriculum and are used to automate the creation of individual classes for a given period of time, ensuring standardization. By using program templates, users can instantly create new sessions and enroll students. Session parameters can be easily changed according to training requirements without modifying the underlying template, thus providing additional flexibility. Conversely, if curriculum changes, modifying or creating a new template will ensure that any future session will include the most up-to-date information.

Information within the Curriculum Template includes:

- Training Areas of Instruction/Activities/Segments
- Training Discipline (e.g., Basic Course, Investigations, Patrol, etc.)
- Number of Hours (automatically calculated by sessions and segment times plus CEUs)
- Location of Training (including online)

- Type of Training (classroom, observed, online, etc.)
- Number of Projected Students
- Staff/Instructor Assignments
- Certifications for Successful Completion
- Status (active, inactive, pending)
- Tests Grades Import
- Graduation processing (awards, class rank, grades, and certification conferral)

Unique to Acadis Training is the ability to create observed tests specific to the NSP needs. Specifically, these tests may be created for firearms, physical activities (push-ups, timed runs, etc.), and performance, such as arrest techniques. Ranges of scores may also be used identify expertise. Firearms tests may include a low/high score, rating (e.g., marksman), scoring properties, and make, model and serial number of the weapon used in the firearms qualification. Observed tests are user-defined as numeric, pass/fail, firearms, or grouped together in multi-part tests.

Certificates
The Certificate Builder provides the ability to customize certificates according to NSP standards. This includes signatures, certificate names, dates, student names, and organization. Certificates may be emailed from the system or printed by the personnel via the Acadis Portal to ensure that they have their certifications, while reducing paper, printing and mailing costs.

WebForms
Acadis WebForms automates the creation of paper forms and collection of associated data by allowing users to design forms with a simple, drag-and-drop function and link them to fields within the Acadis database. User-defined fields are available, allowing forms to be customized for specific data collection purposes. Further, tools are available to allow users to design forms graphically.

Reports
Acadis provides basic reports that reflect data in specific areas of the software. Further, many data elements are available to view and/or search and may be exported to standard formats, such as PDF and Excel.

Ad Hoc Reporting
Because many of our clients have dramatically different reporting requirements, we also provide an Ad Hoc reporting tool, which allows users to define reports and save them as templates. The Ad Hoc Export allows users to create export files based on specific criteria not covered by reports within Acadis. Specific fields may be chosen for export, with the ability to define filters and rules for more acute reporting capabilities. Results may then be sorted according to user requirements. Upon completion of the Ad Hoc results, the file may then be exported to MS Excel for analysis, sorting, or for importation into other systems.

Search

To further increase efficiency, Acadis provides search functionality to access specific information within the centralized database. Acadis will allow NSP to search across numerous fields, allowing users to find the information they need quickly and efficiently. The Ad Hoc reporting tool also allows users to create more complex searches, which can be exported instantly to Excel for additional sorting.

Security – User Roles and Access

Our software meets the stringent security standards of the federal Department of Homeland Security and the Department of Defense. This allows for the system to protect sensitive information, including online coursework and personally identifiable information (PII), from unauthorized access. The software has continued to evolve to meet the increasingly sophisticated requirements for tracking the high-liability training provided by our public safety communities.

Acadis' security provides the ability to assign access/restriction to roles and assign the role(s) to user accounts based on job assignment and access requirements. Roles may be created based on functional need by job task, then applied to all users that require the role access. Acadis also allows the definitions for access/restriction at the user level, in order for roles to be modified for specific job function.

B) Acadis Compliance

Acadis Compliance automates the management and tracking of complex (re)certification requirements. It allows users to track compliance across all aspects of a state tropper's job requirement (such as training requirements, medical clearances, documentation, security clearances) and keeps track of the activities and paperwork necessary to fulfill recertification requirements and maintain compliance with state and federal regulations. The software provides staff with real-time compliance monitoring to ensure that the workforce, field offices and equipment are in compliance with NSP policies, and can assist the agency in forecasting training needs and purchasing requirements for assets with expiring certifications. Email notifications can also be defined to automatically inform state troopers of pending expirations.

C) Acadis Documents

Documents such as personnel forms, lesson plans, instructional aides, presentations, and audio/video are used for many aspects of training and certification support. Maintaining these in a legally defensible manner is essential for accreditation and to minimize litigation risk. Acadis Documents allows you to attach documents directly to classes, state trooper/instructor records, organizations and certifications applications. Multiple formats are accepted, including Microsoft PowerPoint, Word, PDF files, .Zip and image files. Acadis maintains these documents historically, thus eliminating the need for paper and microfilm storage while ensuring that documents are available for easy access by authorized staff, instructors and training personnel when needed.

D) Acadis Registration

Acadis Registration provides the ability to publish scheduled classes for registration, automate registration workflows, and maximize class and testing event fill rates. The

module manages prerequisites, individual registrations, enrollments, and the wait listing of students.

E) Acadis Personal Portal

The Acadis Person Portal also allows individuals to log in and review stored information within Acadis, including their contact information, training history, qualifications, and certifications with expiration dates. Individual access is granted within Acadis and login information is sent automatically to the individual's email. The Person Portal provides access to a complete training and certification record for individual learners. This will increase accuracy of information by allowing employees to update personal information, and request updates to their training and certification record. Individual learners may change their profile (personal information) as well as renew and print existing certifications and class transcripts, saving significant time and cost.

F) Acadis In-Service Portal

The Acadis Portal provides the foundation for the distribution of Acadis functionality across a wide geography. The Portal Framework includes distributed In-Service Reporting by field offices and departments, to submit training for inclusion as part of a state trooper's record.

G) Acadis Workforce Portal

The Acadis Workforce Portal allows individual departments to view full training and certification records for all their personnel. Each designated agency representative can be granted access to view their personnel, contact information, training and certification information, and manage hiring/separation events. Further, the Workforce Portal provides a compliance monitor so the agency representative can see personnel and certification expirations to plan for recertification.

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STATEMENT OF WORK FOR THE NEBRASKA STATE PATROL

Prepared: October 21, 2019

BACKGROUND

This Statement of Work (SOW) describes the phased tasking necessary to provide Nebraska State Patrol with a single, enterprise-wide training system to track training, certification, compliance and employment for all Nebraska State Patrol Personnel. It is intended to identify and describe important milestones and deliverables for implementing the Acadis Readiness Suite.

The goal of the project is to provide a robust, application specific, commercial off the shelf (COTS) product to meet the needs of the state patrol. The Acadis system is designed to manage training and certification processes for state patrol authorized representatives including command and support staff, as well as sworn and civilian employees who provide traffic, investigative, administrative and support services to the citizens of Nebraska. Acadis is a distributed, web-based solution to: track comprehensive employment and training records for all and provide agencies throughout the state with an on-line reporting system. A web-based system would allow agency access to track comprehensive employment and training records for all state troopers and provide divisions throughout the state with an on-line reporting system.

This Statement of Work (SOW) The goal of this project is to move legacy training systems into the existing, state-of-the-art training management system, the Acadis Readiness Suite, a commercial-off-the-shelf software application. This system is currently in use by 25 states for managing public safety personnel.

TIMELINE AND DELIVERABLES

The following table details specific tasks, milestones, and completion dates. The Contractor is estimating approximately six months from start of the project to completion. This timeline includes work to implement the Acadis Readiness Suite and all tasking to support it. The Contractor will pursue all options to complete this project ahead of schedule, but will require timely input from Nebraska State Patrol staff.

1. **Audience**
   Nebraska State Patrol tracks employing, certifying, and training information for all command staff, support staff, qualified instructors, sworn and civilian personnel.

2. **Statement of Objectives**
   The purpose of this project is to implement the Acadis Readiness Suite as a Software-as-a-Service (Cloud) for Nebraska State Patrol, located in Lincoln, NE. Specifically, Nebraska State Patrol will use the Acadis system to automate, standardize, and manage the following processes: The purpose of this project is to implement the Acadis Readiness Suite as a Software-as-a-Service (Cloud) for Nebraska State Patrol, located in Lincoln,

NE. Specifically, Nebraska State Patrol will use the Acadis system to automate, standardize, and manage the following processes:

A) Track all Training for Certifications
B) Manage Ongoing Certifications, including Instructors
C) Track Sworn and Civilian (Employment, Training, Certifications), including Instructors
D) Manage Training Academy Curriculum Standardization
E) Manage Courses, Events, Workflows, Career Roles, Documents and Surveys
F) Provide Personnel with an Online Portal and In-Service Reporting Process
G) Provide Personnel Management (hire/separate)
H) Reports and Dashboards

3. Description of Tasks

Envisage shall provide technical service in support of Acadis requirements. The requirements are identified as major tasks, which are described below.

A) Project Preparation: Kick-off Meeting

Envisage will coordinate the project kick-off meeting, providing a forum for the introduction of all team members, reviewing key contract elements, managing shared expectations, identifying roles and responsibilities, introducing the Integrated Project Team, determining communication strategies and setting the weekly project meeting schedule.

Deliverable: Scheduled meeting with minutes distributed
Time Frame: One (1) Week after contract sign, depending on team member availability

B) Project Consulting

Envisage will provide project consulting to Nebraska State Patrol, including weekly meetings to discuss project status and direction, configuration of Acadis, and demonstrations of functionality pertinent to the application of Acadis to business processes. Your project consultant will act as your primary point of contact throughout the duration of the initial phase of software implementation, providing historical information on our knowledge of implementation with other customers to ensure a successful transition from legacy systems to Acadis.

Deliverable: Weekly Status Meetings, Project Status Notes
Time Frame: Ongoing until Nebraska State Patrol is live in production

C) Acadis Readiness Suite Software - Installation

Envisage will provide the Nebraska State Patrol with a hosted instance of our software solution, including the setup of the Acadis environment, modules included in this SOW (Item 4 Acadis Modules), Windows operating systems, and Oracle 12c.

Deliverable: Hosted Production Instance of Acadis
Time Frame: One (1) Week after contract sign

D) Implementation Planning

Envisage staff will meet with Nebraska State Patrol subject matter experts to demonstrate the software and map Acadis functionality to the Commission's existing

systems/business processes. This activity may take place at the customer's location, if included as part of the contract. The purpose of this analysis will be to create plans for the project itself, including data migration, testing, and training.

Deliverable: High-Level Plan with Recommended Durations
Time Frame: Six (6) Weeks after contract sign

E) Set-up and Configuration of Global Preferences and Labels

Envisage will work with the Nebraska State Patrol system administrators to set-up baseline elements, such as Acadis user interface values, Fiscal Year settings, branding of web pages, and automated email notifications.

Deliverable: Baseline configuration of the Acadis Required Modules
Time Frame: Four (4) Weeks after Installation

F) Configuration of Customer-Specific List Values and User Defined Fields

Acadis includes the ability to manage custom lists and user defined fields throughout the system to match the Nebraska State Patrol terminology. Further, the dynamic list management functions allow users to create and define drop down lists, ensuring standardization within the system. This provides flexibility for the city to customize standard terminology within Acadis without the cost of programmers to modify system variables. This also supports the importation of legacy data to appropriate list fields within Acadis.

Deliverable: Assistance in selecting custom settings to Acadis modules
Time Frame: Eleven (11) Weeks after Installation

G) Data Import Consultation from Legacy System(s) and List Values

Acadis includes data import tools designed to map legacy data directly into the Acadis schema. Training, import consultation will be provided to the Commission's technical staff to move data into Acadis. Nebraska State Patrol will be responsible for comparing data and "scrubbing" of data to combine duplicate personnel for data import to Acadis. Envisage will provide Commission technical staff with sample comma-delimited data file formats for export from legacy systems for Nebraska State Patrol use with Acadis import tools to import data.

In conjunction with data imports, Acadis includes the ability to manage custom lists and user defined fields throughout the system to match the Commissions legacy data elements. Further, the dynamic list management functions allow users to create and define drop down lists, ensuring standardization within the system. This provides flexibility to customize standard terminology within Acadis without the cost of programmers to modify system variables. This supports the importation of legacy data to appropriate list fields within Acadis.

The data import task often involves planning, identifying, and analyzing conversion requirements, preparing conversion specifications, developing and testing conversion programs, and converting the data. Objectives of this task are described below:

- Data integrity (Client)
- Data quality (Client)
- Data verification (Client)

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- Data loads for testing purposes (Client)
- Data load completion (Client)

Deliverable: Consultative Support for Data Migration Activities (e.g., meetings, demonstrating of options, import tools training, template design reviews, assistance with test scenarios, etc.)

Time Frame: 12 Weeks after Set-up and Configuration (estimated: dependent upon client resources and data quantity/quality)

H) Training on Purchased Modules

A comprehensive and effective training strategy will help ensure that Nebraska State Patrol achieves the maximum return on investment when implementing and deploying the Acadis Readiness Suite. Envisage will provide one (1) week of training onsite.

The Envisage training approach is designed to facilitate user self-sufficiency through developing internal Nebraska State Patrol – Acadis expertise. This train-the-trainer approach will establish core Acadis experts among the Commission staff and Subject Matter Experts (SMEs) who can support other users for continued long-term success.

Deliverable: Training for Acadis Modules

Time Frame: Six (6) Weeks after data migration is complete

I) Communication Strategy for Portal Roll-out

Envisage will work with Nebraska State Patrol to create a communication strategy to increase adoption of the Acadis Portal Framework. This will address all departments within the city who report information to the Commission. Further, Envisage will offer online webinars to provide further training for the on-line aspects of the software.

The objective for this phase will be to increase administrative capacity through automation and roll out the Acadis Portal, Online Registration, In-service Reporting, Person Portal and Workforce Portal to all departments across the City.

Deliverable: Communication strategy (email and primers, Webinar Training Schedule

Time Frame: Two (2) Weeks

J) System Implementation – Production Go Live

Based on the successful completion of all project activities and deliverables – as well as real-time input from the Integrated Project Team – the client installation will be transitioned to "go live" status.

Deliverable: Go Live with Acadis in production environment

Time Frame: TBD (dependent upon overall client readiness)

K) Release Demonstrations

After the Go Live event and subsequent out years, the Acadis SaaS provides six (6) updates annually, approximately every eight (8) weeks. New features will be demonstrated during weekly user group meetings, with a full release demonstration prior to the release. Release notes will accompany the updates to the software outlining the changes reflected in the release.

Envisage can also provide Acadis training to the appropriate staff for each delivered release, upon request, via webcast.

4. Acadis Modules for Nebraska State Patrol

A) Acadis Training

Acadis Training serves as the central repository for training records, employment records, certifications and contact information. It enables the Commission to maintain complete and accurate student records throughout the entire lifecycle of employment. A detailed student/instructor record includes:

- Student, State Trooper and Instructor Training Records
- Organization Structure and Contact Information
- Employment Information – Rank/Title, physical location
- Training Events (Online, Classroom, Observed, In-service)
- Course Transcripts and Training History
- Qualifications/Certifications (with the ability to customize and (re)print certificates)
- Training Program Templates
- Class Management
    - Instructor Assignment
    - Student Rosters
    - Tests and Grades (written, online and physical, with import capability)
    - Conferral of Certifications
    - Attendance
- Certification Records plus Certificate Print Masters (create custom certificates)
- Advanced Search, View and Export Capabilities
- Data Import/Export Capability
- WebForms to Manage the Waiver and Extension Processes

Class Management

Acadis utilizes curriculum templates to save time in the creation of standardized coursework. Course templates reflect the current training curriculum and are used to automate the creation of individual classes for a given period of time, ensuring standardization. By using program templates, users can instantly create new sessions and enroll students. Session parameters can be easily changed according to training requirements without modifying the underlying template, thus providing additional flexibility. Conversely, if curriculum changes, modifying or creating a new template will ensure that any future session will include the most up-to-date information.

Information within the Curriculum Template includes:

- Training Areas of Instruction/Activities/Segments
- Training Discipline (e.g., Basic Course, Investigations, Patrol, etc.)
- Number of Hours (automatically calculated by sessions and segment times plus CEUs)
- Location of Training (including online)

- Type of Training (classroom, observed, online, etc.)
- Number of Projected Students
- Staff/Instructor Assignments
- Certifications for Successful Completion
- Status (active, inactive, pending)
- Tests Grades Import
- Graduation processing (awards, class rank, grades, and certification conferral)

Unique to Acadis Training is the ability to create observed tests specific to the NSP needs. Specifically, these tests may be created for firearms, physical activities (push-ups, timed runs, etc.), and performance, such as arrest techniques. Ranges of scores may also be used identify expertise. Firearms tests may include a low/high score, rating (e.g., marksman), scoring properties, and make, model and serial number of the weapon used in the firearms qualification. Observed tests are user-defined as numeric, pass/fail, firearms, or grouped together in multi-part tests.

Certificates
The Certificate Builder provides the ability to customize certificates according to NSP standards. This includes signatures, certificate names, dates, student names, and organization. Certificates may be emailed from the system or printed by the personnel via the Acadis Portal to ensure that they have their certifications, while reducing paper, printing and mailing costs.

WebForms
Acadis WebForms automates the creation of paper forms and collection of associated data by allowing users to design forms with a simple, drag-and-drop function and link them to fields within the Acadis database. User-defined fields are available, allowing forms to be customized for specific data collection purposes. Further, tools are available to allow users to design forms graphically.

Reports
Acadis provides basic reports that reflect data in specific areas of the software. Further, many data elements are available to view and/or search and may be exported to standard formats, such as PDF and Excel.

Ad Hoc Reporting
Because many of our clients have dramatically different reporting requirements, we also provide an Ad Hoc reporting tool, which allows users to define reports and save them as templates. The Ad Hoc Export allows users to create export files based on specific criteria not covered by reports within Acadis. Specific fields may be chosen for export, with the ability to define filters and rules for more acute reporting capabilities. Results may then be sorted according to user requirements. Upon completion of the Ad Hoc results, the file may then be exported to MS Excel for analysis, sorting, or for importation into other systems.

Search

To further increase efficiency, Acadis provides search functionality to access specific information within the centralized database. Acadis will allow NSP to search across numerous fields, allowing users to find the information they need quickly and efficiently. The Ad Hoc reporting tool also allows users to create more complex searches, which can be exported instantly to Excel for additional sorting.

Security – User Roles and Access

Our software meets the stringent security standards of the federal Department of Homeland Security and the Department of Defense. This allows for the system to protect sensitive information, including online coursework and personally identifiable information (PII), from unauthorized access. The software has continued to evolve to meet the increasingly sophisticated requirements for tracking the high-liability training provided by our public safety communities.

Acadis' security provides the ability to assign access/restriction to roles and assign the role(s) to user accounts based on job assignment and access requirements. Roles may be created based on functional need by job task, then applied to all users that require the role access. Acadis also allows the definitions for access/restriction at the user level, in order for roles to be modified for specific job function.

B) Acadis Compliance

Acadis Compliance automates the management and tracking of complex (re)certification requirements. It allows users to track compliance across all aspects of a state tropper's job requirement (such as training requirements, medical clearances, documentation, security clearances) and keeps track of the activities and paperwork necessary to fulfill recertification requirements and maintain compliance with state and federal regulations. The software provides staff with real-time compliance monitoring to ensure that the workforce, field offices and equipment are in compliance with NSP policies, and can assist the agency in forecasting training needs and purchasing requirements for assets with expiring certifications. Email notifications can also be defined to automatically inform state troopers of pending expirations.

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MASTER AGREEMENT FOR LICENSED
SOFTWARE AND SERVICES
FOR THE ACADIS READINESS SUITE

Effective Date: **[Effective Date]**

By and Between	**And**
ENVISAGE TECHNOLOGIES LLC	**[Organization Name]**
101 West Kirkwood Avenue, Ste. 200	[Street Address]
Bloomington, Indiana 47404	[City, State, Zip]
("Licensor")	**("Customer")**
Contact: David C. Haeberle, CFO	Contact: [Name, Title]
Telephone No.: (812) 330-7101	Telephone No.: [555-555-5555]
Email: david.haeberle@envisagenow.com	Email: [email address]

This Agreement, together with the documents contained in Contract No. #_____, sets forth the terms and conditions under which Customer will license software programs and purchase services from Licensor as described in Exhibit A. The statement of work agreed to between Licensor and Customer, if applicable, is provided in Exhibit B of this Agreement for reference.

1   **Definitions.** As used in this Agreement:

1.1   "Acceptance" shall have the meaning set forth in Section 5.2.

1.2   "Authorized Users" means the individual persons authorized by Customer to use the Licensed Software Program pursuant to the license granted under this Agreement.

1.3   "Customer" means the business, agency, or government entity first listed above.

1.4   "Documentation" means any written and descriptive materials and all other user guides, operating manuals, release notes, specifications, system operation materials and other similar documents, whether in print or machine-readable media, provided by Licensor to Customer.

1.5   "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.6   "License Fee" shall have the meaning set forth in Section 7.1.

1.7   "Licensed Software Program(s)" means the software program(s) identified in Exhibit A.

1.8   "Object Code" means the binary machine-readable form of computer programming code of the Licensed Software Programs.

1.9   "Person Records" are the number of employees, officers, or other individuals being tracked within Customer's instance of the Licensed Software Programs.

1.10   "Person Record Ceiling" means the total number of person records allowable under the Licensed Software Program as stated in Exhibit A. Inactive person records, as defined within the Licensed Software Program, shall not count against the Person Record Ceiling.

1.11   "Proprietary Material" shall have the meaning set forth in Section 9.1.

1.12   "Specifications" means the Documentation and any additional technical or performance criteria set forth in any Exhibits to this Agreement or subsequently agreed to in writing by the parties.

1.13   "Software Maintenance Program" shall have the meaning set forth in Section 8.1.

1.14   "Source Code" means the human-readable form of the computer programming code for the Licensed Software Programs and any and all related system Documentation including, without limitation, technical design documents, all comments and any procedural code such as job control language.

1.15   "Warranty Period" shall have the meaning set forth in Exhibit A.

2   Purchases.

2.1   Purchases of Software. Purchases of Licensed Software Programs under this Agreement shall be described and defined in Exhibit A, including License Fees paid for the Licensed Software Programs.

2.2   Purchases of Services. Customer agrees to purchase additional professional services from Licensor in order to configure and install the Licensed Software Programs described and defined in Exhibit A.

2.3   Purchases of Software Subscription for Software Maintenance Program. Customer agrees to purchase a software subscription as described and defined in Exhibit A to purchase scheduled version releases, help desk support, enhancements and new features of the Licensed Software Programs. These costs are included in any annual Software as a Service fees.

3   Grant of Licenses.

3.1   Grant. Licensor grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the Licensed Software Programs and Documentation subject to the restrictions set forth in this Agreement.

3.2   Documentation. All copies of the Documentation made by Customer will be the exclusive property of Licensor and will be subject to the terms and conditions of this Agreement.

3.3   Customer Data. Customer hereby grants to Licensor a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display Customer's data for the sole purpose of performing Licensor's obligations under this Agreement. Otherwise, all rights, title and interests in and to Customer's data shall be owned exclusively by Customer.

3.4   Discontinued Features. Licensor reserves the right to change or discontinue individual features within the Licensed Software Programs upon prior written notice. To the extent any such changes result in a material reduction of overall functionality without a comparable replacement, Licensor will refund Customer a pro-rata portion of all prepaid fees associated with the discontinued Subscription Services for which no comparable replacement was provided.

4   Use Restrictions.

4.1   Person Record Ceiling. The License Fees are based on the number of Person Records entered into the Licensed Software Programs.

4.2   Equipment. Customer shall have the right to substitute or add equipment without incurring additional License Fees or other charges, provided that the substitute or additional equipment is supported by Licensor.

4.3   Prohibited Activities. Neither Customer nor its Authorized Users shall:

4.3.1   use the Licensed Software Programs for the benefit of unaffiliated third parties in a commercial, retail, for-profit service bureau enterprise;

4.3.2   decompile, disassemble or otherwise reverse engineer any portion of the Licensed Software Programs;

4.3.3   modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software Programs or Documentation or any part thereof;

4.3.4   bypass or breach any security device or protection used for or contained in the Licensed Software Programs or Documentation;

4.3.5   directly or indirectly use (including make any copies of) the Licensed Software Programs or Documentation beyond the scope of the license granted, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software Programs, or any features or functionality thereof, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network

(WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; or

4.3.6   use the Licensed Software Programs or Documentation in violation of any law, regulation or rule;

4.3.7   violate any system security policy published by Licensor throughout the Term of this Agreement.

4.4   Acknowledgment of Ownership. Customer understands and agrees that Licensor retains the sole and exclusive ownership of all right, title and interest in and to the Licensed Software Programs and Documentation, and all copies thereof, and is only purchasing a license to use the Licensed Software Programs.

4.5   Object Code. The License Software Programs shall be provided to Customer in Object Code only.

4.6   Responsibility for Use of Software. Customer is responsible and liable for all uses of the Licensed Software Programs and Documentation through access thereto provided by Customer, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the Licensed Software Programs and Documentation by its Authorized Users or by any other person to whom Customer or an Authorized User may provide access to or use of the Licensed Software Programs and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

5   Delivery and Acceptance.

5.1   Delivery. Licensor shall deliver, install and implement the Licensed Software Programs in accordance with the schedule and other specifications set forth in the Exhibits to this Agreement.

5.2   Acceptance. Acceptance for the Licensed Software Programs will be defined as when it becomes possible for an Authorized User to log into the system. Acceptance for Services listed in Exhibit A shall be at the completion of the Services by Licensor to the Customer's satisfaction, which shall not be unreasonably withheld.

6   License Audit.

6.1   Audit Procedure. Licensor or its nominee (including its accountants and auditors) may, in Licensor's sole discretion, inspect and audit Customer's use of the Licensed Software Programs under this Agreement at any time during the Term and for three years following the termination or earlier expiration of this Agreement. During the audit, Customer may be required conduct a review of its and its Authorized Users use the Licensed Software Programs and certify to Licensor in a written instrument signed by an officer of Customer whether it is in full compliance with this Agreement. Such audit may be also be based, in whole or in part, on periodic reports that Licensor exports from the Licensed Software Programs. All audits shall be conducted in a manner that does not unreasonably interfere with Customer's business operations.

6.2   Cost and Results of Audit. If the audit determines that Customer's use of the Licensed Software Programs exceeded the usage permitted by this Agreement by more than five percent (5%), Customer shall remedy such noncompliance and provide Licensor with written notice thereof, and pay to Licensor all amounts due for such excess use of the Licensed Software Programs. Customer shall make all payments required under this section within thirty (30) days of the date of written notification of the audit results.

6.3   Additional Remedies. If the use exceeds or exceeded the use permitted by this Agreement by more than five percent (5%), Licensor shall also have the right to terminate this Agreement and the license granted hereunder, effective immediately upon written notice to Customer. Licensor's remedies set forth in this section are cumulative and are in addition to, and not in lieu of, all other remedies the Licensor may have at law or in equity, whether under this Agreement or otherwise.

7   Price and Payment Terms

7.1   License Fee. Customer shall pay Licensor the License Fee set forth in Exhibit A (the "License Fee") as complete and final consideration for all rights extended under this Agreement in respect of the Licensed Software Programs. The License Fee shall be due and payable in accordance with the payment schedule set forth in Exhibit A.

7.2   Invoices. Licensor shall submit invoices to Customer at the address set forth above, and shall pay each undisputed invoice within thirty (30) days of the date of the invoice. Invoices presented for payment will be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

7.3 <u>Taxes</u>. Unless otherwise provided in Exhibit A or a subsequent purchase order, Customer warrants that it is exempt from payment of all federal, state, and local taxes on its purchases.

7.4 <u>Late Payment</u>. If Customer fails to make any payment when due then, in addition to all other remedies that may be available to Licensor: Licensor may charge interest on the past due amount at the rate of 1.0% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and if such failure continues for 60 days following written notice thereof, Licensor may: (i) disable Customer's use of the Licensed Software Programs (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license hereunder; and/or (iii) terminate this Agreement.

8   Software Maintenance Program.

8.1 <u>Scope</u>. Licensor agrees to provide to Customer all maintenance and bug-fix services for the Licensed Software Programs (the "Software Maintenance Program") for the initial term and all renewal terms (if any) of the Software Maintenance Program as set forth in Section 8.2 below, provided that Customer has paid the annual Software Subscription for Software Maintenance Program fee specified in Exhibit A. Notwithstanding the ability of Licensor to establish standard maintenance policies, Licensor's Software Maintenance Program services shall include, at a minimum, reasonable problem correction times, and escalation procedures based upon the criticality or severity of the problem.

8.2 <u>Term</u>. The initial term for the Software Maintenance Program shall commence upon Acceptance of the Licensed Software Programs and continue for a period one (1) year. Thereafter, the Software Maintenance Program shall automatically renew for up to four (4) successive one-year periods unless terminated by either party upon at least thirty (30) days' written notice prior to the expiration of the initial term or renewal period or non-payment of the subscription software fee by the beginning of the renewal term.

8.3 <u>Fee</u>. The Software Subscription fee for the Software Maintenance Program for the initial term and any renewal terms shall be as specified in Exhibit A. Unless otherwise stated in Exhibit A the Software Subscription fee for the Software Maintenance Program shall be invoiced annually prior to the commencement of the Software Maintenance Program period.

9   Proprietary Material; Confidentiality; Notice of Breach.

9.1 <u>Proprietary Material Defined</u>. The term "Proprietary Material" shall mean the Licensed Software Programs, the Documentation, and all parts, copies and modifications thereof, and any other information relating thereto, in whatever form, received by the Customer from the Licensor. "Proprietary Material" does not include information or data which is rightfully in the Customer's possession prior to its receipt from the Licensor without any obligation of confidentiality or which without any fault of the Customer is or becomes available in the public domain.

9.2 <u>Licensor Ownership</u>. The Customer agrees that the Licensed Software Programs are proprietary to the Licensor and shall at all times be and remain the sole property of the Licensor. The Licensor shall retain all title, copyright, patent and other proprietary rights to all Proprietary Material and to all copies thereof.

9.3 <u>Modifications</u>. The Licensor shall own all right, title, and interest (including all associated intellectual property rights) in and to all enhancements, modifications, improvements, derivations, extension, links or other changes made to the Licensed Software Programs by Licensor in connection with the installation or set-up of the Licensed Software Programs for the Customer or otherwise.

9.4 <u>Confidential Information Defined</u>. The term "Confidential Information" means and includes the Licensed Software Programs, Documentation, and any information relating to either Party's business, operations or activities, including without limitation, information concerning either Party's present or proposed products, product developments, plans, strategies, personnel, supply usage, facility locations, business goals, finances, know-how, sales, customers, and marketing or sales techniques.

9.5 <u>Collection and Use of Information</u>. Customer acknowledges that Licensor may, directly or indirectly through the services of third parties, collect and store information regarding use of the Licensed Software Programs and about equipment on which the Licensed Software Programs are installed or through which they otherwise are accessed and used. Customer agrees that the Licensor may use such information related to any use of the Licensed Software Programs by Customer or on Customer's equipment, for purposes of assessing and/or improving the performance of the Licensed Software Programs, developing Updates, or verifying Customer's compliance with the terms of this Agreement and enforcing the Licensor's rights, including all Intellectual Property Rights.

9.6 <u>Nondisclosure</u>. Except as otherwise provided herein and to the extent permitted by Kentucky law, each Party agrees that it shall not use or disclose to any third Party any Confidential Information of the other Party. Each Party shall instruct its personnel to keep such information confidential by using the same care and discretion, but not less than a reasonable degree of care and discretion that it uses for its own

Confidential Information. Customer further agrees to take reasonable steps to ensure that any program or materials relative to the operation of the Licensed Software Programs, including but not limited to, flow charts and logic diagrams, in any form are not provided or otherwise made available to any parties other than authorized users without prior written consent from Licensor. These obligations shall not apply to any information which is (a) published or otherwise becomes available to the general public through no fault of the receiving Party; (b) has been furnished or made known by a third Party without breach by that third Party of any obligation to the disclosing Party; (c) was in the receiving Party's possession without proprietary restrictions prior to the date of disclosure; (d) the receiving Party establishes that it was developed independent of the Confidential Information; or (e) required to be disclosed by applicable law. For purposes of this Section, the "disclosing Party" means the Party which owns the Confidential Information and the "receiving Party" means the Party to which the Confidential Information is disclosed.

9.7   <u>Injunctive Relief.</u> In the event of any unauthorized disclosure of Confidential Information by a receiving Party, the disclosing Party may elect to immediately terminate this Agreement upon written notice to the receiving Party. Each Party acknowledges that monetary damages may not be a sufficient remedy or protection for the aggrieved Party, and the aggrieved Party shall be entitled to injunction or other equitable relief as may be deemed proper or necessary by a court of competent jurisdiction.

9.8   <u>Notice of Security Breach.</u> In the event of a suspected or confirmed security breach, Licensor warrants that critical information will be timely shared with Customer to the extent that such information does not compromise the investigation, conflict with an instruction from a law enforcement agency, or violate applicable laws, rules, or regulations. Customer warrants that it will immediately report to Licensor any suspected or confirmed security breaches that may directly or indirectly impact the Licensed Software Programs or the records contained therein. Licensor retains the right to provide notice of security breaches as necessary to comply with applicable privacy laws and regulations, and Customer shall be responsible for all reasonable costs of notifying the Customer's employees, Authorized Users, or other individuals contained in its Person Records of a security breach.

9.9   <u>Disaster Recovery and Security Policies.</u> Licensor's disaster recovery and security policies are governed by an internal document that the Licensor may amend at any time in its discretion. Copies of the current versions of these policies may be made available as Proprietary Material to Customer upon written request.

10   Representations and Warranties

10.1   <u>Right to Grant License.</u> Licensor represents and warrants that it has the right to grant a License to the Licensed Software Programs free and clear of any liens and encumbrances.

10.2   <u>Specifications.</u> Licensor represents that, during the Warranty Period, the Licensed Software Programs will operate in substantial conformance with the Specifications, will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith.

10.3   <u>Service Levels.</u> For purposes of this section, the Licensed Software Programs shall be deemed unavailable for determining service level compliance only if the Licensed Software Programs are unusable, for example, as a result of a severe degradation of response time. The Licensor will make the software available continuously, as measured over the course of each calendar month, an average of 99% of the time, excluding unavailability as a result of planned maintenance, unplanned emergency maintenance, and events outside the Licensor's control ("Service Level Guarantee"). Customer shall be issued a service credit equal to 5% of its monthly-apportioned software costs for each full percentage point below the Service Level Guarantee in any given month, up to 100% of costs. The service credit shall be Customer's sole and exclusive remedy under this section, and is non-refundable upon the expiration or earlier termination of this Agreement.

10.4   <u>No Disabling Devices or Viruses.</u> Licensor has taken, and will continue to take, reasonable steps to test the Licensed Software Programs for programming devices (e.g., viruses, "worms," backdoors, etc.) that would (a) disrupt the use of the Licensed Software Programs or any system, device or Customer software to which the Licensed Software Programs is interfaced or other computer equipment with which such equipment communicates; (b) destroy or damage data or make data inaccessible or delayed, except for file and purge routines necessary to the routine functioning of the Licensed Software Programs; or (c) permit Licensor personnel, agents or subcontractors access to any portion of the Licensed Software Programs other than as necessary to carry out the terms of this Agreement. To the best of Licensor's knowledge, no such devices are present in the Licensed Software Programs as delivered to Customer. Licensor agrees to use reasonable programming practices and security procedures to avoid insertion of such devices and to scan for viruses before sending any media containing programming code to Customer. Furthermore, Licensor agrees not use any such programming devices or other measures to interfere with the Customer's use of the Licensed Software Programs.

10.5   <u>Integration</u>. Licensor represents and warrants that the Licensed Software Programs may and shall be fully integrated with the system components included as part of any integration services to be performed by Licensor (see Exhibits A and B).

10.6   <u>Compliance with Standards and Laws</u>. Licensor represents and warrants that the Licensed Software Programs will at all times during the term of this Agreement comply with any applicable industry standards and applicable federal, state and local laws and regulations.

10.7   <u>Workmanlike Fashion</u>. Licensor represents and warrants that all services shall be performed by qualified personnel in good and workmanlike fashion.

10.8   <u>Documentation</u>. Licensor represents and warrants that the Documentation is and shall at all times during the term of this Agreement remain complete and current with the version of the Licensed Software Programs then in use by Customer.

10.9   <u>Intellectual Property</u>. Licensor represents and warrants to Customer that Licensor owns the Licensed Software Programs, including all associated intellectual property rights, or otherwise has the right to grant Customer the right and License provided in this Agreement, and that neither the Licensed Software Programs nor the Documentation infringe any valid patents, copyrights, trademarks, or other proprietary rights of any third parties.

10.10   <u>Disclaimer of Other Warranties</u>. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS ARTICLE 10, THE LICENSED SOFTWARE PROGRAMS AND DOCUMENTATION ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED SOFTWARE PROGRAMS AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10.11   <u>Voiding of Warranty</u>. The warranties set forth in this Article 10 will not apply and will become null and void if Customer, any Authorized User, or any other person provided access to the Licensed Software Programs by Customer or any Authorized User breaches any provision of this Agreement.

11   Limitation of Liability.

11.1   <u>Limitation</u>. IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR FOR THE PRECEDING TWELVE (12) MONTHS OF SERVICES AND LICENSED SOFTWARE PROGRAMS PROVIDED UNDER THIS AGREEMENT.

11.2   <u>Disclaimer of Certain Damages</u>. IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12 Term and Termination.

12.1   <u>Term</u>. The Term of this Agreement shall be as defined in Section 8.2, above.

12.2   <u>Termination</u>. This Agreement may be terminated at any time: by Licensor, effective on written notice to Customer, if Customer fails to pay any amount when due under this Agreement, where such failure continues more than 60 days after Licensor's delivery of written notice thereof ("Payment Failure"); by Licensor, immediately on written notice to Customer if any six (6) or more Payment Failures occur in any two-year period; by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured sixty (60) days after the non-breaching Party provides the breaching Party with written notice of such breach; or by Customer, effective immediately, if the Licensor: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

12.3   <u>Effect of Termination or Expiration</u>. On the expiration or earlier termination of this Agreement all rights, licenses and authorizations granted to Customer hereunder will immediately terminate and Customer shall: (i) immediately cease all use of and other activities with respect to the Licensed Software and Documentation; (ii) within thirty (30) days deliver to Licensor, or at Licensor's written request destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, the Licensed Software, the Documentation and the Licensor's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials; and (iii) certify to Licensor in a signed written instrument that it has complied with the requirements of this section. All amounts payable by Customer to Licensor of any kind under this Agreement are immediately payable and due no later than thirty (30) days the effective date of the expiration or termination of this Agreement. Any additional transition services requested by Customer shall be invoiced at Licensor's then-current commercial labor rates.

12.4   <u>Survival</u>. Any right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

13 General Terms and Conditions.

13.1   <u>Independent Contractor</u>. Licensor is an independent contractor and nothing in this Agreement shall be deemed to make Licensor an agent, employee or joint venturer of Customer. Licensor shall not be entitled to any benefits that Customer provides for its own employees, including, without limitation, worker's compensation and unemployment insurance. Licensor shall be solely and entirely responsible for Licensor's acts and the acts of Licensor's employees, agents and subcontractors.

13.2   <u>Headings</u>. The headings in this Agreement are for the convenience of the Parties only, and shall not affect the interpretation of this Agreement.

13.3   <u>Public Announcements</u>. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party, which shall not be unreasonably delayed or withheld; provided, however, that Licensor may, without Customer's consent, include Customer's name or other indicia in its lists of Licensor's current customers of Licensor in promotional and marketing materials.

13.4   <u>Notices</u>. All notices given under this Agreement shall be in writing and mailed by regular first-class mail or expedited mail service, postage prepaid, return receipt requested, and addressed to the parties at the addresses set forth above or at such other addresses (including e-mail) as the parties may designate in writing.

13.5   <u>Non-Recruitment; Non-Solicitation of Employees</u>. Customer and Licensor recognize and acknowledge that employees who are engaged in computer-related activities possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each Party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, both parties agree not to recruit or employ, either directly or indirectly, a present employee of the other Party during the term of this Agreement and one (1) year after without the other Party's prior written consent.

13.6   <u>Force Majeure</u>. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of

this Agreement, except for any payment obligation, to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, subcontractor difficulties, problems with telecommunications providers, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of 60 days or more.

13.7　Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

13.8　Amendment. No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of the parties.

13.9　Assignment. No right or duty in whole or in part of the Licensor under this contract may be assigned or delegated without the prior written consent of the other Party.

13.10　Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach of the other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

13.11　Binding Effect. This Agreement shall be binding upon and inure to the benefit of Licensor and Customer and their respective legal representatives, successors and authorized assigns.

13.12　No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13.13　Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

13.14　Severability. If any provisions of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

13.15　Remedies. The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity.

13.16　Applicable Law and Compliance. This contract shall be governed under the laws of the State of Kentucky. In the event of a dispute between the parties, the Parties hereby agree that venue shall be in the state or federal courts located in Franklin County, Kentucky, and consent to such courts having personal jurisdiction. The Licensor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

13.17　Export Regulation. The Licensed Software Programs and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. The Customer shall not, directly or indirectly, export, re-export or release the Licensed Software Programs or Documentation to, or make the Licensed Software Programs or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. The Customer shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software Programs or Documentation available outside the US.

13.18　Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the US Government or any contractor therefor, Customer shall receive only those rights with respect to the Licensed Software Programs and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

13.19　Nondiscrimination. In connection with the performance of work under this contract, the Licensor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship

13.20 <u>Entire Agreement, Counterparts, Conflict of Terms</u>. This Agreement, constitutes the entire agreement between the Licensor and Customer with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties. Notwithstanding the foregoing, this Agreement may be executed simultaneously in one or more counterparts (each a "Counterpart") each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. **Licensor's contract with the General Services Administration, GS-35F-0058N, as amended, is hereby incorporated into this Agreement as a Counterpart. In the event of any conflict between this Agreement and a Counterpart, the conflict shall be resolved in favor of the Counterpart's language.**

The parties have signed this Agreement as of the date first written above.

LICENSOR

ENVISAGE TECHNOLOGIES LLC

CUSTOMER s

[CUSTOMER NAME]

By:_____
                (Signature)

By:_____
                (Signature)

_____
        (Type or Print Name)

_____
        (Type or Print Name)

Its:_____
                (Type or Print Title)

Its:_____
                (Type or Print Title)

Date: _____

Date: _____

Exhibit A

SERVICES AND LICENSED SOFTWARE PROGRAMS

Licensed Software Programs	License Type	Personal Records Ceiling	License Fees
[Modules TBD] Total Software as a Service (Year 1) • Acadis Training • Acadis Registration • Acadis Compliance • Acadis Documents • Acadis Portal Framework with In-Service Reporting • Acadis Personal Portal • Acadis Workforce Portal	Software as a Service (SaaS)	[1001]	$ $

Services		Services Fees
Configuration & Implementation (Year 1)		$
Training & Project Management (Year 1)		$
Total		$

Software as a Service Fee (Option Years)	$ per year	
	Year 2 Year 3	$ $
		$
Total Software as a Service (Option Years)		

Total Cost (Including Option Years)	$

Payment Schedule	Year 1 costs will be invoiced upon Delivery and due within 30 days of Customer's receipt of invoice. Option Year costs will be invoiced 30 days before the end of the current contract year, and must be paid by the end of the current contract year to ensure continuous service.

Warranty Period	One year from the later of the Effective Date or any subsequent renewal term, unless stated otherwise

Exhibit B

SCOPE OF WORK

E N V I S A G E
Technologies, LLC

FY2017 - 2022 Product Catalog
GSA Schedule Contract

GS-35F-0058N

Contract Period 10/24/2017 – 10/23/2022
Complete through Modification 49

NAICS Code(s):
541511
511210
541512
541513
541519

Contact Information

101 W. Kirkwood Avenue, Suite 200
Bloomington, IN 47404-6132
(888) 313-8324 or (812) 330-7101
http://www.envisagenow.com

December 2018

E N V I S A G E

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system.
The INTERNET address GSA *Advantage!*® Is: GSAAdvantage.gov.

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

FSC GROUP: Class 7030, 6910   STANDARD INDUSTRY GROUP: 70

FSC Product Codes: 7030, U012

Contract number: GS-35F-0058N

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

Contract Period: October 24, 2002 through October 23, 2022

Envisage Technologies
101 W. Kirkwood Avenue, Suite 200, Bloomington, Indiana 47404-6132
Phone : 888-313-8324 Fax : 812-330-7102
Contact : Ari Vidali   Email : info@envisagenow.com
Contractor's internet address/web site where schedule information can be found: www.envisagenow.com
DUNS: 01-883-2795   CAGE Code: 1UYB2

Business size: Other than Small Business

1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded price(s).
SIN- 132-32
Software maintenance subscription, see pp 8-25

SIN 132-33
Software License, see pp 8-18

SIN 132-40
Cloud Services, see pp 21-26

SIN 132-51
Labor, see pp 28-29

1b. See above
1c. See above

2. Maximum Order: $500,000 (Note: Maximum Orders do not apply to Special Item 132-34 Maintenance of Software)

3. Minimum Order: $100

4. Geographic coverage (delivery area): 50 United States and the District of Columbia and Puerto Rico

5. Point(s) of production (city, county, and State or foreign country): Bloomington, Indiana, USA

6. Discount from list prices or statement of net price: As listed in following pages

7. Quantity discounts: None

8. Prompt payment terms: None

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

10. Foreign items (list items by country of origin). None

11a.Time of delivery: 60 Days or as negotiated between contractor and ordering agency.
11b.Expedited Delivery. Contact the Contractor.
11c.Overnight and 2-day delivery: Contact the Contractor
11d.Urgent requirements: Contact the Contractor

12. FOB point: Destination

13a.Order address: Set forth above
13b.Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address: Set forth above

15. Warranty provision: As noted on page 25

16. Export packing charges: Not applicable.

17. Terms and conditions of Government purchase card acceptance (thresholds above the micro-purchase level): None

18. Terms and conditions of rental, maintenance and repair: Not applicable

19. Terms and conditions of installation: Not applicable

20. Terms and conditions of repair parts indicating date of parts price lists and discounts from price lists: Not applicable
20a.Terms and conditions for any other services: Not applicable

21. List of service and distribution points: Not applicable

22. List of participating dealers: Not applicable

23. Preventative maintenance: Not applicable

24a.Special attributes such as environmental attributes: Not applicable
24b.If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technologies (EIT) supplies and services and show where full details can be found (e.g. contractors website or other location). The EIT standards can be found at www.Section508.gov/. www.envisagenow.com VPAT may be furnished upon request.

25. Data Universal Number System (DUNS) number: Set forth above

26. Contractor is registered in the SAM database.

Company Profile

Envisage Technologies is a recognized leader in law enforcement and public safety training modernization and automation. For over a decade, we have assisted numerous premier Federal and State law enforcement training organizations within the Department of Homeland Security (DHS), the U.S. Department of Justice (DOJ), U.S. Military, and Public Safety training organizations with enterprise software. Our solutions help these organizations achieve operational readiness by automating complex training logistics, storing complete and accurate training, certification and skills records, and maximizing the use of limited resources. For more information, visit www.envisagenow.com.

Acadis® Readiness Suite – Federal Edition

Acadis® is the flagship family of solutions from Envisage Technologies, working together seamlessly. Collectively, they embody a single, powerful idea: to make certain our police, emergency services and military communities are trained, equipped, and ready to respond. That idea ties directly to our clients' shared purpose: to ensure public safety and security.

We help them do that by putting efficient, repeatable and scalable processes in place before a crisis to help ensure the right information is right at hand during a crisis. We enable our clients to get that information — and put it to work in standardizing and automating processes

No matter what your priority in readiness, you'll find the Acadis Readiness Suite – Federal Edition an irreplaceable resource. If you need legally defensible training records (for both acquired knowledge and skills), you'll find it here. If you need to view an up-to-the-moment status your personnel and equipment inventory, you'll find it here. And if you need a way to streamline your training scheduling and operations to lower costs, you'll find it here.

Backed by a decade-long track record of success and built on an Agile development process that incorporates user feedback directly into product design, our web-based solutions deliver benefits of value to every training and crisis management team:

Maximize Your Efficiency -- By choosing the Acadis Readiness Suite – Federal Edition modules that best fit your operations, you can easily consolidate the multiple systems you currently use into a single, flexible and more powerful tool. Processes like handling class registrations, managing curricula or configuring testing templates that took weeks can now be done in hours if not minutes. With Acadis, you can do more with less, so you'll be saving money and turning your focus away from tedious paperwork and toward more important pursuits.

Save Your Team Money -- Today, government officials at all levels are under constant pressure ("mandate," really) to do more with less. Fortunately, the Acadis Readiness Suite

– Federal Edition helps you do just that by streamlining and automating laborious, time-consuming training management and reporting tasks. So you can reposition your personnel in places where you need them most (like putting more boots on the ground, for instance). Since you'll be spending fewer resources trying in vain to get a series of disconnected software tools to do more than they're capable of, you'll also be delivering vital cost savings for your department or agency.

Simplify Your Scheduling -- With the Scheduling module, you can truly revolutionize the scheduling of your training by tracking hundreds of individual class calendars, facilities, resources and training personnel. The Registration module helps you get trainees into classes quicker and easier through secure online registration. So you can always ensure the right instructors and right personnel are put in the right courses, right from the start.

Track Your Pros from "Hire to Retire" -- The Training module gives you the power to track your personnel from "hire to retire." Over the years, as members of your team train in the classroom, on the range or online, you're automatically generating detailed training transcripts and certification and qualification reports. Not only are you building a secure training history for each professional, you're simultaneously creating a true view of the overall strengths and weaknesses of your entire team.

Maintain Your Team's Compliance and Mitigate Litigation -- Since no two work environments are identical, the Compliance Management module lets you define precisely which characteristics are essential to your personnel. Expirations, conferral requirements, security clearances, age — you define whatever variables are most critical for your team's certifications and qualifications. By ensuring accurate recording of your team's compliance, you build a legally defensible position for potential failure-to-train litigation.

Forecast Your Budgets Precisely -- What should your training budget look like next year? How about in five years? With your team's complete training history right at your fingertips, you can develop forward-looking plans (and budgets) that address specific gaps in your training program.

Make Your Readiness Future-Proof -- Through Agile development, we bring new features to market faster — features identified and refined in close collaboration with our clients. So you benefit from best practices advanced by your peers all across the country. Plus, as the heavy push toward interoperability among local, state and federal agency continues, you can be confident you're managing readiness on a platform that's dynamic, flexible and future-proof.

Since the Acadis Readiness Suite– Federal Edition is a module-based system, it's designed to change as your needs evolve. So you can start with the components that address your most pressing challenges and go from there. Each time you introduce a new module, you'll find new ways to standardize your training and make it more efficient, effective and compliant.

ENVISAGE

LIFELONG WORKFORCE TRACKING

EMPLOYMENT   TRAINING   CERTIFICATION

APPLICANTS

RETIRED PERSONNEL

Workforce Portal

Instructor Scheduling Portal

In-Service Reporting Portal

Online Registration Portal

Person Portal

Learning Management System

COMPLIANCE

SCHEDULING

TESTING

REGISTRATION

RECORDS

DOCUMENTS

CONDUCT & PERFORMANCE

HOUSING

TRAINING

E N V I S A G E

The Acadis Readiness Suite – Federal Edition is made up of a series of software modules that can be purchased independently and configured to seamlessly interact with the core enterprise Acadis Training. Add-on modules include the following:

- ➢ Acadis Training
- ➢ Acadis LMS
- ➢ Acadis Scheduling
- ➢ Acadis Registration
- ➢ Acadis Housing
- ➢ Acadis Testing
- ➢ Acadis Inventory
- ➢ Acadis Documents
- ➢ Acadis Performance Evaluation
- ➢ Acadis Dashboards
- ➢ Acadis Forecasting
- ➢ Acadis Surveys
- ➢ Acadis Compliance
- ➢ Acadis Portal
    - Acadis Personal Portal
    - Acadis Instructor Scheduling Portal
    - Acadis Performance Evaluations Portal
    - Acadis Online Registration
    - Acadis Workforce Portal
    - Acadis Online Testing

Acadis Online – Federal Edition

Acadis Online - Federal Edition provides the power of the Acadis in a hosted model, commonly referred to as Software as a Service (SaaS). Envisage manages the entire hardware and software system environment in our FISMA-Conformant secure cloud framework, and provides all upgrades and enhancements to Acadis and hosted modules. Acadis is then made available to training organizations via a secure web interface to the Envisage secure data facility. Customers can choose between three levels of security:

1. FISMA-Conformant – Meets and exceeds all FISMA standards but does not include C&A paperwork or ATO support.

2. Full Federal C&A – Includes dedicated hardware, all C&A paperwork, ongoing C&A updates and comes with an Authority to Operate (ATO) guarantee from our secure cloud host (Please call for Pricing).

3. FedRAMP – Hosting services within a secure, FedRAMP-authorized cloud environment via secure datacenter (Please call for Pricing).

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Acadis Readiness Suite – Federal Edition: Modules

License fees are based on number of active person records within the purchasing organization/academy. All pricing is inclusive of Industrial Funding Fee.

Product Name	Product SIN #	Product MFR #	Product GSA Price
Acadis Training	132-33 (License) - Small	ATMS - SA	$22,670.03
	132-33 (License) - Medium	ATMS - MED	$29,924.43
	132-33 (License) - Large	ATMS - LG	$54,408.06
	132-32 (Maintenance Subscription) - Small	ATMS - SA – MA	$4,534.01
	132-32 (Maintenance Subscription) - Medium	ATMS - MED - MA	$5,984.89
	132-32 (Maintenance Subscription) - Large	ATMS - LG - MA	$10,881.61

Commercial Description

The Acadis Readiness Suite is a Commercial-off-the-Shelf (COTS) Blended Training Management System. The software is designed specifically for high-risk training environments including law enforcement, public safety, military and homeland security. It enables training organizations to manage the entire training lifecycle for personnel, including basic and advanced training, in-service training and professional development, online and distributed learning, and practical exercises, creating a complete detailed, lifelong training record.

Acadis is a comprehensive, modular training management solution. It facilitates the effective management of curriculum, officers, instructors, grades, qualifications/certifications, and management reporting. It provides real-time access to critical training and human resources information using your existing PC and a secure Internet connection. As the leading software solution for high-stakes training, Acadis is currently the training system of record for numerous premier State, Federal, and Military training organizations.

E N V I S A G E

Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis LMS	132-33 (License) - Small	LMS - SA		$22,670.03
	132-33 (License) - Medium	LMS - MED		$29,924.43
	132-33 (License) - Large	LMS - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	LMS - SA - MA		$4,534.01
	132-32 (Maintenance Subscription) - Medium	LMS - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	LMS - LG - MA		$54,408.06

Commercial Description

The Acadis LMS is designed to deliver online, interactive courseware in a widely distributed manner via the Acadis Portal. It delivers SCORM-compliant (versions 1.2 through 2004r4) online training courses, allows the assignment or self-registration to online training and tracks the successful completion of the training event in the person record. If the online course includes a certificate or test, Acadis allows you to set parameters to update the learner record with these data points upon completion of the course. This Acadis LMS module provides a low-cost delivery vehicle for online, pre- or post-basic training courses and supports a fully blended training approach. In contrast to generic, stand-alone LMS platforms, Acadis LMS augments residential and skills-based training management, aggregating all dimensions of lifelong learning in legally defensible training records.

Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Scheduling	132-33 (License) - Small	SCHED - SA		$27,204.03
	132-33 (License) - Medium	SCHED - MED		$45,340.05
	132-33 (License) - Large	SCHED - LG		$81,612.09
	132-32 (Maintenance Subscription) – Small	SCHED - SA - MA		$5,440.81
	132-32 (Maintenance Subscription) - Medium	SCHED - MED - MA		$9,068.01
	132-32 (Maintenance Subscription) - Large	SCHED - LG - MA		$16,322.42

Commercial Description

Acadis Scheduling streamlines complex scheduling tasks, using automated business rules. This module is capable of scheduling individual training programs or forecasting pre-scheduled training programs simultaneously. The sophisticated rules-based scheduling engine intelligently applies sequencing, priorities, dependencies and resource requirements for each block of instruction via highly-configurable model schedules. Upon completion of business rules, this tool automatically schedules instructors, resources, and identifies conflicts for automated resolution. Acadis Scheduling reduces scheduling time and cost by up to 90% and institutionalizes scheduling workflows.

Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Registration	132-33 (License) - Small	ASR - SA		$21,944.58
	132-33 (License) - Medium	ASR - MED		$29,924.43
	132-33 (License) - Large	ASR - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	ASR - SA - MA		$4,388.92
	132-32 (Maintenance Subscription) - Medium	ASR - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	ASR - LG - MA		$10,881.61

Commercial Description

Acadis Registration manages registration for scheduled training courses, tracks student pre-requisites, and wait lists. Prerequisites automatically ensure that students are authorized to take courses. Acadis can manage over-bookings by placing students on a waitlist. Registrars can easily enroll students into active classes and their data will automatically transfer to the class roster. User-defined fields allow for the capture of additional custom information (such dietary requirements, uniform size, etc.) during the registration process. The registration module is designed to maximize class fill-rates with students who have met defined pre-requisites. At a glance monitors provide an overview of registration status and waitlists for all scheduled and planned classes.

Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Housing	132-33 (License) - Small	ASH - SA		$21,944.58
	132-33 (License) - Medium	ASH - MED		$29,924.43
	132-33 (License) - Large	ASH - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	ASH - SA - MA		$4,388.92
	132-32 (Maintenance Subscription) - Medium	ASH - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	ASH - LG - MA		$10,881.61

Commercial Description

Acadis Housing uses an easy-to-navigate web interface to capacity plan and manage all facets of your student housing. Easily create and manage custom building, floor, dorm room configurations (e.g., number of beds) and current status for each room. It allows user-customization for adding specific information about the customer facility and then, based on reservations and availability, automatically assigns students to rooms/beds based on dynamic business rules, ensuring optimal use of student housing facilities or barracks. The business rules include housing types, class proximity, same-gender room assignments, seniority rules, and cost rules. Americans with Disabilities Act (ADA) requirements and other special needs rules are also available.

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Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Testing	132-33 (License) - Small	AT - SA		$21,944.58
	132-33 (License) - Medium	AT - MED		$29,924.43
	132-33 (License) - Large	AT - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	AT - SA - MA		$4,388.92
	132-32 (Maintenance Subscription) - Medium	AT - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	AT - LG - MA		$10,881.61

Commercial Description

The award-winning Acadis Testing automates numerous testing functions. It includes a full-featured test builder, question repository, and randomization engine. Acadis Testing supports the linking of Terminal and Enabling learning objectives to individual exam questions, and allows instructors to quickly pinpoint learning objectives and questions students are missing. Users can select between three discrete delivery methods for exams: fully online (via web browser), via Paper and OMR (optical mark reader) scanner, or paper only. In addition, testing allows for the randomization of test questions, ensuring that exam security is maintained. Test scores are automatically graded and applied to individual students.

Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Inventory	132-33 (License) - Small	INV - SA		$22,670.03
	132-33 (License) - Medium	INV - MED		$29,924.43
	132-33 (License) - Large	INV - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	INV - SA - MA		$4,534.01
	132-32 (Maintenance Subscription) - Medium	INV - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	INV - LG - MA		$10,881.61

Commercial Description

Acadis Inventory allows organizations to track, manage and certify critical resources such as vehicles, weapons, communication gear, services animals and other resources. This module provides the ability to track inventory by owner and person assigned. Once the asset is defined, including NIMS typing if applicable, organizations can maintain an accurate chain of custody record. Organizations and training academies can maintain the records throughout the lifecycle of the resource, and ensure accurate stock of various NIMS resources to he deployed for training, operations and incident response.

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Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Documents	132-33 (License) - Small	ADM - SA		$21,944.58
	132-33 (License) - Medium	ADM - MED		$29,924.43
	132-33 (License) - Large	ADM - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	ADM - SA - MA		$4,388.92
	132-32 (Maintenance Subscription) - Medium	ADM - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	ADM - LG - MA		$10,881.61

Commercial Description

Acadis Documents enables training organizations to upload, store and retrieve vital training and HR documents related to persons (certificates, counseling forms, etc.), curriculum (lesson plans, teacher's guides, PowerPoint presentations, etc.) and compliance documentation. Acadis will maintain these documents historically thus eliminating the need for paper storage and ensuring that documents are available for easy access by authorized administrative staff, HR, compliance officers and training personnel when needed. In addition, the module assists high-liability training organizations in maintaining legally defensible records, supporting unique compliance requirements and streamlining accreditation.

Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Performance Evaluations	132-33 (License) - Small	APF - PE - SA		$22,670.03
	132-33 (License) - Medium	APF - PE - MED		$29,924.43
	132-33 (License) - Large	APF - PE - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	APF - PE - SA - MA		$4,534.01
	132-32 (Maintenance Subscription) - Medium	APF - PE - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	APF - PE - LG - MA		$10,881.61

Commercial Description

Acadis Performance Evaluations allows agencies to capture supervisory reviews (Field Training Programs-FTP or Field Observation Reports [FOR]) for personnel during basic, advanced and on-the-job training programs. This capability ensures individual competencies are aligned with personnel job roles and are adequately tracked. When necessary, remediation actions for individual competencies can be input and stored with the personnel records. Competencies can be tracked across multiple user-defined dimensions which can be configured to mirror essential job tasks and provides user-defined acceptable ratings.

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Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Dashboards	132-33 (License) - Small	ARRBD - SA		$22,670.03
	132-33 (License) - Medium	ARRBD - MED		$29,924.43
	132-33 (License) - Large	ARRBD - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	ARRBD - SA - MA		$4,534.01
	132-32 (Maintenance Subscription) - Medium	ARRBD - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	ARRBD - LG - MA		$10,881.61

Commercial Description

Information and required reports are delivered "live" on the Acadis platform via management reports and role-based dashboards. Acadis Dashboards has numerous standard reports that may be suitable to fulfill reporting needs. Dashboards aggregate critical information onto a single screen enabling staff to view and query the system for detailed information immediately.

Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Compliance	132-33 (License) - Small	ACM - SA		$21,944.58
	132-33 (License) - Medium	ACM - MED		$29,924.43
	132-33 (License) - Large	ACM - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	ACM - SA - MA		$4,388.92
	132-32 (Maintenance Subscription) - Medium	ACM - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	ACM - LG - MA		$10,881.61

Commercial Description

Acadis Compliance is designed to simplify compliance management for personnel, organizations, facilities and resources (such as vehicles). It allows users to track candidates by individual job role for qualification/certification completions against defined (re)certification criteria. The module automates the time-consuming process of managing new application information and tracking complex recertification requirements. In addition, Compliance ensures that the workforce fulfills all recertification or periodic audit requirements. Automated alerts via the management dashboard and reports ensure that that all personnel, facilities and resources are in compliance with re-qualification/certification policies and requirements.

Ongoing qualifications and certifications to be tracked are completely user configurable, allowing compliance officers to track readiness of almost any person, asset or facility. This module will allow Headquarters to access summary information for each division to ensure compliance policies are being met and essential certifications and required periodic audits remain current.

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Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Portal	132-33 (License) - Small	APF - SA		$22,670.03
	132-33 (License) - Medium	APF - MED		$45,340.05
	132-33 (License) - Large	APF - LG		$66,009.96
	132-32 (Maintenance) - Small	APF - SA - MA		$4,534.01
	132-32 (Maintenance) - Medium	APF - MED - MA		$9,068.01
	132-32 (Maintenance) - Large	APF - LG - MA		$13,602.02

Commercial Description

The Acadis Portal provides the foundation for the distribution of Acadis functionality across a wide geography. The Portal Framework includes distributed In-Service Reporting by field offices and agencies, to provide tracking of non-Academy training.

The Acadis Portal is required to implement any of the associated portal modules including the Personal Portal, Instructor Scheduling Portal, Performance Evaluations Portal, Online Registration, the Workforce Portal and Online Testing. The framework provides a web-based architecture for a training organization to collect information from agencies and field offices critical in view of maintaining accurate, comprehensive and legally defensible training records.

Product Name	Product SIN #	Product MFR #		Product GSA Price *per student*
Acadis Personal Portal	132-33 (License) - Small	APF – SPP -SA		$9.97
	132-33 (License) - Medium	APF – SPP - MED		$7.49
	132-33 (License) - Large	APF – SPP - LG		$4.99
	132-32 (Maintenance Subscription) - Small	APF – SPP - SA - MA		$1.99
	132-32 (Maintenance Subscription) - Medium	APF – SPP - MED - MA		$1.50
	132-32 (Maintenance Subscription) - Large	APF – SPP - LG - MA		$1.00

Commercial Description

The Acadis Personal Portal provides secure access to individuals across a wide geography. In conjunction with the Acadis Portal, the Acadis Personal Portal allows all personnel to review and edit their contact information and view training assigned to them (individual training plan), training history, and qualifications and certifications earned. In addition, the portal immediately flags certifications that are out of status or about to expire and allows individuals to print their training history and individual certificates.

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Product Name	Product SIN #	Product MFR #		Product GSA Price per instructor
Acadis Instructor Scheduling Portal	132-33 (License) - Small	APF - ISP - SA		$498.74
	132-33 (License) - Medium	APF - ISP - MED		$249.37
	132-33 (License) - Large	APF - ISP - LG		$124.69
	132-32 (Maintenance Subscription) - Small	APF - ISP - SA - MA		$99.75
	132-32 (Maintenance Subscription) - Medium	APF - ISP - MED - MA		$49.87
	132-32 (Maintenance) - Large	APF - ISP - LG - MA		$24.38

Commercial Description

In conjunction with the Acadis Portal Framework, the Acadis Instructor Scheduling Portal allows designated training staff to review their schedule, manage their individual availability and view their instructor calendar including any resulting conflicts. The Acadis Instructor Scheduling Portal makes published teaching opportunities available for instructors to see. Acadis Instructor Portal is integrated into Acadis Scheduling allowing academy staff to immediately be notified of conflicts arising from leave or changes in instructor availabilities. The automated scheduling technology will take these availabilities into account when automatically scheduling instructional staff for training events.

Product Name	Product SIN #	Product MFR #		Product GSA Price per agency
Acadis Performance Evaluations Portal	132-33 (License) - Small	APF - PEP - SA		$4,987.66
	132-33 (License) - Medium	APF - PEP - MED		$2,493.82
	132-33 (License) - Large	APF - PEP - LG		$1,246.91
	132-32 (Maintenance Subscription) - Small	APF - PEP - SA - MA		$997.53
	132-32 (Maintenance Subscription) - Medium	APF - PEP - MED - MA		$498.74
	132-32 (Maintenance Subscription) - Large	APF - PEP - LG - MA		$249.37

Commercial Description

Acadis Performance Evaluations Portal allows agencies to capture supervisory reviews (Field Training Programs [FTP] or Field Observation Reports [FOR]) for personnel during basic, advanced and on-the-job training programs directly from field offices. This capability ensures continuity of learning and professionalism in individual competencies are aligned with personnel job roles and are adequately tracked. When necessary, remediation actions for individual competencies can be input and stored with the personnel records. Competencies can be tracked across multiple user-defined dimensions which can be configured to mirror essential job tasks and provides user-defined acceptable ratings.

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Product Name	Product SIN #	Product MFR #		Product GSA Price *per agency*
Acadis Online Registration	132-33 (License) - Small	APF - OR - SA		$4,987.66
	132-33 (License) - Medium	APF - OR - MED		$2,493.82
	132-33 (License) - Large	APF - OR - LG		$1,246.91
	132-32 (Maintenance Subscription) - Small	APF - OR - SA - MA		$997.53
	132-32 (Maintenance Subscription) - Medium	APF - OR - MED - MA		$498.74
	132-32 (Maintenance Subscription) - Large	APF - OR - LG - MA		$249.37

Commercial Description

In conjunction with the Acadis Portal Framework, Acadis Online Registration allows individuals and designated training coordinators to view available training events and register personnel to attend them. Acadis Online Registration automatically calculates available seats and can put students on the wait-list for unavailable classes. The module is integrated with Acadis Registration, allowing registrars to review new registrations and ensure that pre-requisites are met prior to enrollment.

Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Workforce Portal	132-33 (License) - Small	APF - WFP - SA		$22,670.03
	132-33 (License) - Medium	APF - WFP - MED		$29,924.43
	132-33 (License) - Large	APF - WFP - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	APF - WFP - SA - MA		$4,534.01
	132-32 (Maintenance Subscription) - Medium	APF - WFP - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	APF - WFP - LG - MA		$10,881.61

Commercial Description

In conjunction with the Acadis Portal Framework, Acadis Workforce Portal allows individual agencies to view full training and certification records for all their personnel. Each designated agency representative can be granted access to view their personnel, contact information, training and certification information, and manage hiring/separation events. Further, the Workforce Portal provides a compliance monitor so the agency representative can see personnel and their certification expirations to plan for recertification.

Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Online Testing	132-33 (License) - Small	APF - OT - SA		$22,670.03
	132-33 (License) - Medium	APF - OT - MED		$29,924.43
	132-33 (License) - Large	APF - OT - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	APF - OT - SA - MA		$4,534.01
	132-32 (Maintenance Subscription) - Medium	APF - OT - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	APF - OT - LG - MA		$10,881.61

Commercial Description

In conjunction with the Acadis Portal Framework, Acadis Online Testing allows students to login to an online test with their student ID and Exam ID and take approved tests. The tests can be timed and include automatic save-as-you-go features when questions are answered. Tests results are automatically calculated and provided to the test taker. The Online Testing portal appends question and test results to the student record. The Testing Portal is integrated with Acadis Testing, where tests are created and published to the Testing Portal.

Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Surveys	132-33 (License) - Small	SRV - WFP - SA		$22,670.03
	132-33 (License) - Medium	SRV - WFP - MED		$29,924.43
	132-33 (License) - Large	SRV - WFP - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	SRV - WFP - SA - MA		$4,534.01
	132-32 (Maintenance Subscription) - Medium	SRV - WFP - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	SRV - WFP - LG - MA		$10,881.61

Commercial Description

Acadis Surveys is a fully integrated survey builder module that affords instructional designers the ability to develop and automate key aspects of student surveying. This module provides the ability to customize and automatically distribute electronic surveys, collect student reaction to training and instruction, and store data in Acadis for evaluation. Together with Acadis Testing and Acadis Performance, the Suite now supports Kirkpatrick Levels 1, 2 and 3 evaluations, allowing assessment of reaction, learning, and behavior. In addition, the module is also flexible enough to support non-instructional surveys.

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Product Name	Product SIN #	Product MFR #		Product GSA Price
Acadis Forecasting	132-33 (License) - Small	FCS - OT - SA		$22,670.03
	132-33 (License) - Medium	FCS - OT - MED		$29,924.43
	132-33 (License) - Large	FCS - OT - LG		$54,408.06
	132-32 (Maintenance Subscription) - Small	FCS - OT - SA - MA		$4,534.01
	132-32 (Maintenance Subscription) - Medium	FCS - OT - MED - MA		$5,984.89
	132-32 (Maintenance Subscription) - Large	FCS - OT - LG - MA		$10,881.61

Commercial Description

Acadis Forecasting is designed to help managers track progress towards organizational readiness goals and more effectively utilize limited resources by targeting specific readiness gaps. In enables critical response managers to define numbers and types of qualified personnel needed to achieve a specific goal and track these resources against defined targets to better align the organization's training plans to specific NIMS plans or Preparedness Goals.

ENVISAGE

Acadis Online™

Acadis Online provides the power of the Acadis Readiness Suite in a self-hosted subscription model, commonly referred to as Software as a Service (SaaS). Your agency manages the hardware-software system environment on your secure cloud framework, (Microsoft Windows server environment and the Oracle database) and Envisage provides all upgrades and enhancements to Acadis and licensed modules. Acadis is then made available to training organizations via a secure web interface to the secure data facility. Agencies can choose between three levels of hosting security:

FISMA-Conformant – Meets and exceeds all FISMA standards but does not include C&A paperwork or ATO support.

Full Federal C&A – Includes all C&A paperwork, ongoing C&A updates and comes with an Authority to Operate (ATO) guarantee from our secure cloud host (Please call for Pricing).

FedRAMP – Hosting services within a secure, FedRAMP-authorized cloud environment via secure datacenter (Please call for Pricing).

Product Name	Product SIN #	Product MFR #		Product GSA Price* *Per Active Person Record/Per Month
Acadis Online: Training	132-32 (turnkey license) - Small	AO - TMS - SM		$.73
	132-32 (turnkey license) - Medium	AO - TMS - MED		$.36
	132-32 (turnkey license) - Large	AO - TMS - LG		$.27
Acadis Online: LMS	132-32 (turnkey license) - Small	AO - LMS - SM		$.73
	132-32 (turnkey license) - Medium	AO - LMS - MED		$.36
	132-32 (turnkey license) - Large	AO - LMS - LG		$.27
Acadis Online: Scheduling	132-32 (turnkey license) - Small	AO - SCHED - SM		$1.14
	132-32 (turnkey license) - Medium	AO - SCHED - MED		$.60
	132-32 (turnkey license) - Large	AO - SCHED - LG		$.45
Acadis Online: Registration	132-32 (turnkey license) - Small	AO - ASR - SM		$.73
	132-32 (turnkey license) - Medium	AO - ASR - MED		$.36
	132-32 (turnkey license) - Large	AO - ASR - LG		$.27
Acadis Online: Housing	132-32 (turnkey license) - Small	AO - ASH - SM		$.73
	132-32 (turnkey license) - Medium	AO - ASH - MED		$.36
	132-32 (turnkey license) - Large	AO - ASH - LG		$.27
Acadis Online: Testing	132-32 (turnkey license) - Small	AO - AT - SM		$.73
	132-32 (turnkey license) - Medium	AO - AT - MED		$.36
	132-32 (turnkey license) - Large	AO - AT - LG		$.27
Acadis Online: Inventory	132-32 (turnkey license) - Small	AO - INV - SM		$.73
	132-32 (turnkey license) - Medium	AO - INV - MED		$.36
	132-32 (turnkey license) - Large	AO - INV - LG		$.27

E N V I S A G E

Acadis Online: Documents	132-32 (turnkey license) - Small	AO - ADM - SM		$.73
	132-32 (turnkey license) - Medium	AO - ADM - MED		$.36
	132-32 (turnkey license) - Large	AO - ADM - LG		$.27
Acadis Online: Performance Evaluations	132-32 (turnkey license) - Small	AO - PE - SM		$.36
	132-32 (turnkey license) - Medium	AO - PE - MED		$.27
	132-32 (turnkey license) - Large	AO - PE - LG		$.16
Acadis Online: Dashboards	132-32 (turnkey license) - Small	AO - ARBDR- SM		$.73
	132-32 (turnkey license) - Medium	AO - ARBDR- MED		$.36
	132-32 (turnkey license) - Large	AO - ARBDR- LG		$.27
Acadis Online: Compliance	132-32 (turnkey license) - Small	AO - ACM- SM		$.73
	132-32 (turnkey license) - Medium	AO - ACM- MED		$.36
	132-32 (turnkey license) - Large	AO - APF - LG		$.27
Acadis Online: Acadis Portal	132-32 (turnkey license) - Small	AO - AFP - SM		$.55
	132-32 (turnkey license) - Medium	AO - APF - MED		$.36
	132-32 (turnkey license) - Large	AO - APF- LG		$.27
Acadis Online: Personal Portal	132-32 (turnkey license) - Small	AO - APF- IS - SM		$.27
	132-32 (turnkey license) - Medium	AO - APF – IS - MED		$.22
	132-32 (turnkey license) - Large	AO - APF – IS - LG		$.16
Acadis Online: Instructor Scheduling Portal	132-32 (turnkey license) - Small	AO - APF- ISP - SM		$.27
	132-32 (turnkey license) - Medium	AO - APF- ISP -MED		$.22
	132-32 (turnkey license) - Large	AO - APF- ISP - LG		$.16
Acadis Online: Workforce Portal	132-32 (turnkey license) - Small	AO - APF- WFP - SM		$.73
	132-32 (turnkey license) - Medium	AO - APF- WFP-MED		$.36
	132-32 (turnkey license) - Large	AO - APF- WFP - LG		$.27
Acadis Online: Online Performance Evaluations Portal	132-32 (turnkey license) - Small	AO - APF- PEP - SM		$.73
	132-32 (turnkey license) - Medium	AO - APF- PEP -MED		$.36
	132-32 (turnkey license) - Large	AO - APF- PEP - LG		$.27
Acadis Online: Online Registration	132-32 (turnkey license) - Small	AO - APF- OR - SM		$.27
	132-32 (turnkey license) - Medium	AO - APF- OR -MED		$.22
	132-32 (turnkey license) - Large	AO - APF- OR - LG		$.16
Acadis Online: Online Testing	132-32 (turnkey license) - Small	AO - APF- OT - SM		$.73
	132-32 (turnkey license) - Medium	AO - APF- OT -MED		$.36
	132-32 (turnkey license) - Large	AO - APF- OT - LG		$.27
Acadis Online: One Time Setup	132-32 (Service) - Small	AO - APF- OTS - SM		$6,801.01
	132-32 (Service) - Medium	AO - APF- OTS -MED		$10,881.61
	132-32 (Service) - Large	AO - APF- OTS - LG		$18,136.02

*These fees reflect a FISMA-conformant, shared environment. Please call for pricing should you require a dedicated server environment, FedRAMP authorization, or a FISMA-compliant instance on a dedicated server environment.

E N V I S A G E

Acadis Online Cloud™

Acadis Online Cloud provides the power of the Acadis Readiness Suite in a hosted model, commonly referred to as Software as a Service (SaaS). Envisage manages the entire hardware-software system environment in our FISMA-Conformant secure cloud framework, (Microsoft Windows server environment and the Oracle database) and provides all upgrades and enhancements to Acadis and licensed modules. Acadis is then made available to training organizations via a secure web interface to the Envisage secure data facility. Agencies can choose between three levels of hosting security:

FISMA-Conformant – Meets and exceeds all FISMA standards but does not include C&A paperwork or ATO support.

Full Federal C&A – Includes all C&A paperwork, ongoing C&A updates and comes with an Authority to Operate (ATO) guarantee from our secure cloud host (Please call for Pricing).

FedRAMP – Hosting services within a secure, FedRAMP-authorized cloud environment via secure datacenter (Please call for Pricing).

Product Name	Product SIN #	Product MFR #		Product GSA Price* *Per Active Person Record/Per Month
Acadis Online Cloud: Training	132-40 (turnkey license) - Small	AO - TMS - SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - TMS - MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - TMS - LG - CLD		$.27
Acadis Online Cloud: LMS	132-40 (turnkey license) - Small	AO - LMS - SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - LMS - MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - LMS - LG - CLD		$.27
Acadis Online Cloud: Scheduling	132-40 (turnkey license) - Small	AO - SCHED - SM - CLD		$1.14
	132-40 (turnkey license) - Medium	AO - SCHED - MED - CLD		$.60
	132-40 (turnkey license) - Large	AO - SCHED - LG - CLD		$.45
Acadis Online Cloud: Registration	132-40 (turnkey license) - Small	AO - ASR - SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - ASR - MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - ASR - LG - CLD		$.27
Acadis Online Cloud: Housing	132-40 (turnkey license) - Small	AO - ASH - SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - ASH - MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - ASH - LG - CLD		$.27
Acadis Online Cloud: Testing	132-40 (turnkey license) - Small	AO - AT - SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - AT - MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - AT - LG - CLD		$.27
Acadis Online Cloud: Inventory	132-40 (turnkey license) - Small	AO - INV - SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - INV - MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - INV - LG - CLD		$.27

ENVISAGE

Acadis Online Cloud: Documents	132-40 (turnkey license) - Small	AO - ADM - SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - ADM - MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - ADM - LG - CLD		$.27
Acadis Online Cloud: Performance Evaluations	132-40 (turnkey license) - Small	AO - PE - SM - CLD		$.36
	132-40 (turnkey license) - Medium	AO - PE - MED - CLD		$.27
	132-40 (turnkey license) - Large	AO - PE - LG - CLD		$.16
Acadis Online Cloud: Dashboards	132-40 (turnkey license) - Small	AO - ARBDR- SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - ARBDR- MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - ARBDR- LG - CLD		$.27
Acadis Online Cloud: Compliance	132-40 (turnkey license) - Small	AO - ACM- SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - ACM- MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - APF - LG - CLD		$.27
Acadis Online Cloud: Acadis Portal	132-40 (turnkey license) - Small	AO - AFP - SM - CLD		$.55
	132-40 (turnkey license) - Medium	AO - APF - MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - APF- LG - CLD		$.27
Acadis Online Cloud: Personal Portal	132-40 (turnkey license) - Small	AO - APF- IS - SM - CLD		$.27
	132-40 (turnkey license) - Medium	AO - APF – IS - MED - CLD		$.22
	132-40 (turnkey license) - Large	AO - APF – IS - LG - CLD		$.16
Acadis Online Cloud: Instructor Scheduling Portal	132-40 (turnkey license) - Small	AO - APF- ISP - SM - CLD		$.27
	132-40 (turnkey license) - Medium	AO - APF- ISP -MED - CLD		$.22
	132-40 (turnkey license) - Large	AO - APF- ISP - LG - CLD		$.16
Acadis Online Cloud: Workforce Portal	132-40 (turnkey license) - Small	AO - APF- WFP - SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - APF- WFP-MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - APF- WFP - LG - CLD		$.27
Acadis Online Cloud: Online Performance Evaluations Portal	132-40 (turnkey license) - Small	AO - APF- PEP - SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - APF- PEP -MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - APF- PEP - LG - CLD		$.27
Acadis Online Cloud: Online Registration	132-40 (turnkey license) - Small	AO - APF- OR - SM - CLD		$.27
	132-40 (turnkey license) - Medium	AO - APF- OR -MED - CLD		$.22
	132-40 (turnkey license) - Large	AO - APF- OR - LG - CLD		$.16
Acadis Online Cloud: Online Testing	132-40 (turnkey license) - Small	AO - APF- OT - SM - CLD		$.73
	132-40 (turnkey license) - Medium	AO - APF- OT -MED - CLD		$.36
	132-40 (turnkey license) - Large	AO - APF- OT - LG - CLD		$.27

*These fees reflect a FISMA-conformant, shared environment. Please call for pricing should you require a dedicated server environment, FedRAMP authorization, or a FISMA-compliant instance on a dedicated server environment.

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Commercial Description

Acadis Online Cloud provides training organizations with access to all of the functionality of the Acadis Readiness Suite without the need for large capital expenditures in Hardware or Software. Provided as a turn-key service, everything that an organization requires to run and maintain Acadis is included for a reasonable monthly subscription fee. Acadis Online Cloud can be accessed securely via a web browser. Acadis Online Cloud includes everything an academy needs to run our software. Staff can securely log onto Acadis Online Cloud from existing workstations with Internet Explorer. The Acadis Readiness Suite and related data are hosted within our Secure-cleared SecureCloud environment and servers are administered by Oracle and Microsoft professionals possessing government security clearances.

This option has reduced the cost of ownership for our clients, as they are not required to purchase server hardware, operating systems or Oracle database software, as well as reducing the need for additional and often expensive IT staff.

Envisage provides all data backup, helpdesk and continuity of operations allowing the training organization to focus on its mission.

Acadis Online Cloud allows an organization to bring the functionality online very quickly yet still retain the option to install the system locally at a later date.

Product Name	Product SIN #	Product MFR #		Product GSA Price
Additional Hosting Services *Per Month*	132-32 (Service) – Content Hosting (per GB over 30)	CH – GB		Call for Pricing
	132-32 (Service) – Burst Bandwidth (per 5Mbps)	BURST -5		Call for Pricing

Commercial Description

Secure Hosting configuration is a *shared server environment* for your Acadis Online instance. Specifications include:

FISMA-conformant hosting environment
1 – Web Server
1 – Database Server
1 – Portal Server
30 GB of storage space
6 MBps of bandwidth (fully-redundant Tier I backbone)
Should a customer need additional storage or bandwidth, these can be purchased as individual units.

ENVISAGE

Acadis Bundles

Acadis modules may be purchased as software bundles, increasing cost savings. These software bundles automate numerous training processes and decrease the cost of ownership.

Product Name	Product SIN #	Product MFR #	Product GSA Price *Per Active Person Record/Per Month
Acadis Basic – Small (<1,000)	132-32 (SaaS Bundle) – Small	AO – BASIC – SM	$3.93
Acadis Basic – Medium (1,0001 – 5,000)	132-32 (SaaS Bundle) – Medium	AO – BASIC – MED	$1.96
Acadis Basic – Large (5,001 – 10,000)	132-32 (SaaS Bundle) – Large	AO – BASIC – LG	$1.46

Commercial Description	
Acadis Basic includes the following modules: Acadis Training, plus any six modules	

Product Name	Product SIN #	Product MFR #	Product GSA Price *Per Active Person Record/Per Month
Acadis Advanced – Small (<1,000)	132-32 (SaaS Bundle) – Small	AO – ADVANCED – SM	$8.06
Acadis Advanced – Medium (1,0001 – 5,000)	132-32 (SaaS Bundle) – Medium	AO – ADVANCED – MED	$4.68
Acadis Advanced – Large (5,001 – 10,000)	132-32 (SaaS Bundle) – Large	AO – ADVANCED - LG	$3.12

Commercial Description	
Acadis Advanced includes the following modules: Acadis Training, plus any twelve modules	

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Product Name	Product SIN #	Product MFR #		Product GSA Price *Per Active Person Record/Per Month*
Acadis Enterprise – Small (<1,000)	132-32 (SaaS Bundle) – Small	AO – ENTERPRISE – SM		$9.07
Acadis Enterprise – Medium (1,0001 – 5,000)	132-32 (SaaS Bundle) – Medium	AO – ENTERPRISE – MED		$4.23
Acadis Enterprise – Large (5,001 – 10,000)	132-32 (SaaS Bundle) – Large	AO – ENTERPRISE – LG		$3.53

Commercial Description

Acadis Enterprise includes the following modules:

Acadis Training	Acadis Registration
Acadis Documents	Acadis Online Registration
Acadis Portal	Acadis Housing
Acadis Workforce Portal	Acadis Testing
Acadis Personal Portal	Acadis Online Testing
Acadis Dashboards	Acadis Performance Evaluation
Acadis Scheduling	Acadis Compliance
Acadis Instructor Scheduling Portal	Acadis LMS
	Acadis Inventory
	Acadis Performance Evaluations with Portal

Product Name	Product SIN #	Product MFR #		Product GSA Price *Per Active Person Record/Per Month*
Acadis Basic – Small (<1,000)	132-40 (SaaS Bundle) – Small	AO – BASIC – SM – CLD		$3.93
Acadis Basic – Medium (1,0001 – 5,000)	132-40 (SaaS Bundle) – Medium	AO – BASIC – MED – CLD		$1.96
Acadis Basic – Large (5,001 – 10,000)	132-40 (SaaS Bundle) – Large	AO – BASIC – LG – CLD		$1.46

Commercial Description

Acadis Basic includes the following modules:
Acadis Training, plus any six modules

E N V I S A G E

Product Name	Product SIN #	Product MFR #		Product GSA Price *Per Active Person Record/Per Month
Acadis Advanced – Small (<1,000)	132-40 (SaaS Bundle) – Small	AO – ADVANCED – SM – CLD		$8.06
Acadis Advanced – Medium (1,0001 – 5,000)	132-40 (SaaS Bundle) – Medium	AO – ADVANCED – MED – CLD		$4.68
Acadis Advanced – Large (5,001 – 10,000)	132-40 (SaaS Bundle) – Large	AO – ADVANCED – LG – CLD		$3.12

Commercial Description	
Acadis Advanced includes the following modules: Acadis Training, plus any twelve modules	

Product Name	Product SIN #	Product MFR #		Product GSA Price *Per Active Person Record/Per Month
Acadis Enterprise – Small (<1,000)	132-40 (SaaS Bundle) – Small	AO – ENTERPRISE – SM – CLD		$9.07
Acadis Enterprise – Medium (1,0001 – 5,000)	132-40 (SaaS Bundle) – Medium	AO – ENTERPRISE – MED – CLD		$4.23
Acadis Enterprise – Large (5,001 – 10,000)	132-40 (SaaS Bundle) – Large	AO – ENTERPRISE – LG – CLD		$3.53

Commercial Description

Acadis Enterprise includes the following modules:

Acadis Training	Acadis Registration
Acadis Documents	Acadis Online Registration
Acadis Portal	Acadis Housing
Acadis Workforce Portal	Acadis Testing
Acadis Personal Portal	Acadis Online Testing
Acadis Dashboards	Acadis Performance Evaluation
Acadis Scheduling	Acadis Compliance
Acadis Instructor Scheduling Portal	Acadis LMS
	Acadis Inventory
	Acadis Performance Evaluations with Portal

E N V I S A G E

Acadis Custom Development – Cost Per Point

Product Name	Product MFR #		Product GSA Price*
Custom Development Point	CDP - CD		$3,261.79

Commercial Description
Envisage utilizes Agile Methodology for custom development of the Acadis Readiness Suite. The Agile approach allows for quick definition and validation of user requirements, engagement of the entire solution team to develop the highest priority features first, and achievement of targeted project milestone dates with the requisite - but no superfluous - functionality. A critical foundation of Agile development is the quality control structure built into the process. Unlike traditional waterfall development, Agile stresses quality and relevancy of software features through continuous end-user feedback loops and short iterations. Custom Development is documented with user stories. Each story is then estimated using a point system, which includes input from systems analysts, software designers, software engineers, developers, quality assurance analysts, and project managers. It also includes unit testing, automated tests, and full regression testing prior to release to customers.

*An annualized version of Custom Development Points may be referred to as "Premium SaaS." Each tier of Premium SaaS is equal to 240 Custom Development Points per year. 75% of development points are allocated for new feature development and enhancements to the Acadis software, while the remaining 25% are set aside for regression testing in order to remain compliant with applicable federal regulations and emerging technology.

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Professional Services (Hourly Prices by Labor Category)
Product SIN #132-51

Labor Category	GSA / Hour
Program Management	
Program Manager	$221.35
Applications Development Manager	$189.32
Enterprise Application Development	
Agile Manager	$230.96
Agile Developer IV	$212.91
Agile Developer III	$189.74
Agile Developer II	$158.11
Agile Developer I	$113.84
Application Development	
Project Manager	$158.11
Senior Systems Engineer	$189.73
Database Administrator	$158.11
Senior Systems Analyst	$158.11
Programmer Lead	$158.11
Programmer Senior	$113.84
Programmer Intermediate	$94.86
Programmer Associate	$75.89
Senior Configuration Management Analyst	$189.73
Configuration Management Analyst	$158.11
Web Graphics Designer	$107.52
Quality Assurance / Testing	
QA Manager	$158.11
Senior Quality Assurance Analyst	$114.21
QA Analyst	$94.86
Help Desk Manager	$158.11
Help Desk Analyst	$94.86
Documentation Specialist	$75.89

ENVISAGE

Labor Category	GSA / Hour
Network Design / Implementation	
Technical Support Manager	$113.84
Technical Support - Security Engineer	$189.73
Technical Support - Network Specialist	$120.06
Training	
IT Training Specialist - Senior	$158.11
IT Training Specialist	$101.20

ENVISAGE Accepts Government Credit Cards

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TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33), MAINTENANCE (SPECIAL ITEM NUMBER 132-34), AND CLOUD SERVICES (SPECIAL ITEM NUMBER 132-40) 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 Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. **GUARANTEE/WARRANTY**

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

   h. 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 Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. **TECHNICAL SERVICES**

   The Contractor, without additional charge to the Government, shall provide a hot line technical support number (812) 330-7101 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Monday through Friday from 8:30 am to 5:30 pm Eastern time.

4. **SOFTWARE MAINTENANCE**

   a. Software maintenance service shall include the following:
   Regular updates and/or enhancements from fixed reported "bugs", improved updated software as they are made available.

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

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

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

http://www.envisagenow.com
Page 30

b.   Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.

c.   Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d.   Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office 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 offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

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

a.   Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b.   When acquired by the Government, 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 granted by site/location, by agency, and applicable active person record volumes. An agency is defined as a cabinet level or independent agency. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.

(3) Except as is provided in paragraph 8.b(2) above, the Government 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 government who have the Government'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 Government to use software, documentation, or

information therein, which the Government may already have or obtains without restrictions.

(4) The Government 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 Government has the right to transfer the software to another site if the Government

site for which it is acquired is deemed to be unsafe for Government 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.

7.   **SOFTWARE CONVERSIONS - (132-32, AND 132-33)**
Full monetary credit will be allowed to the Government 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.

8.   **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.

9.   **DISCOUNT**
The GSA discounts for SINs 132-32, 132-32STLOC, 132-32RC – Term Software Licenses, 132-33, 132-33STLOC, and 132-33RC – Perpetual Software Licenses are specified as follows: basic discount of 10.67% off Acadis Readiness Suite Commercial Pricelist dated 12/1/2017.

ENVISAGE

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

1. **SCOPE**

   a.　The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

   b.　The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. **PERFORMANCE INCENTIVES**

   a.　When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

   b.　The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

   c.　To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

   d.　The above procedures do not apply to Time and Material or labor hour orders.

3. **ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)**

   FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

   GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

   a.　When ordering services, ordering offices shall—

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

   　　　　(i)　A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards,

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acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

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

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

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

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional

contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3)   Evaluate Responses and Select the Contractor to Receive the Order: After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

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

When establishing BPAs, ordering offices shall—

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

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

(ii)   MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2)   Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

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

d. When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404). The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection. Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

4. **ORDER**

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

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

5. **PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

ENVISAGE

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 Rights in Data – General, may apply.

8. **RESPONSIBILITIES OF THE GOVERNMENT**

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

9. **INDEPENDENT CONTRACTOR**

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

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 sobsequently merges or affiliates, or any other successor or assignee of the Contractor.

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

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

11. **INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering office 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 Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted.

E N V I S A G E

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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. **RESUMES**

   Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency 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 SERVICES AND PRICING**

   Please refer to the attached Professional Information Technology Labor Category Descriptions and GSA pricing.

17. **EQUIVALENCY**

   Envisage reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein.

   a.   One year of experience is the equivalent of one year of education.

   b.   One year of education is the equivalent of one year of experience.

   c.   Certification related to the technology is equivalent to two years of the experience/education

18. **DISCOUNT**

   The GSA discounts for SINs 132-51, 132-51STLOC – IT Professional Services, and 132-32RC are specified as follows: basic discount of 10.67% off Envisage Commercial Pricelist dated 4/1/2014 - 1/1/2018.

E N V I S A G E

ENVISAGE'S INFORMATION TECHNOLOGY LABOR CATEGORY DESCRIPTIONS

PROGRAM MANAGER:

Functional Responsibility: Organizational oversight, budgeting, project time line schedule adherence monitoring, contract negotiation and modifications, and project delivery and production support. Ensures Quality Assurance is involved in all aspects of the operation. Ensures adherence to budgets and business plans through periodic review of financial reports. Responsible for contract administration and/or outsourcing contract administration and service levels, including negotiation of contract provisions, interface with legal department and maintenance of appropriate documentation. Interfaces with client management, functional and technical staff to ensure responsive communications are effectively managed. Reports to the CEO.

Education: Bachelor's Degree in a related discipline.

Experience: Five years program management experience.

APPLICATIONS DEVELOPMENT MANAGER:

Functional Responsibility: Responsible for all systems analysis and programming activities, managing two or more of the following families: applications systems analysis and programming, operating systems analysis and programming, or database management. Analyzes proposed and actual projects in terms of the feasibility of using information systems. Responsible for feasibility studies, time and cost estimates, and the establishment and implementation of new or revised information systems and programs. Reviews all systems development project requests and coordinate schedules and related departmental activity. Provides overall direction and guidance to assigned project managers. Reviews and evaluates work of subordinate staff and prepares performance reports. Prepares activity and progress reports regarding all systems analysis and programming sections. Responsible for developing, implementing and enforcing policies, standards and methodologies. Oversight of all information systems personnel administration, including selection, training and personnel development. Reports to the Program Manager.

Education: Bachelor's Degree in a related discipline.

Experience: Five years practical experience.

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AGILE MANAGER:

Functional Responsibility: Helps the team to research technologies and choose whether to implement technologies that might be useful. Provides estimates when group estimating is not used. Works with individual team members to make some medium-sized technical design decisions, moderates discussions among team members to make larger design decisions, and takes responsibility to overall technical choices. Works with the team to maximize code quality, minimize unintentional technical debt in the artifacts we generate to support future development efforts, and to measure progress in reduction of technical debt. Works with the team to track down any build or deployment issues that keep our configuration management processes from being smooth and reliable. Makes appropriate developers available for 3rd level support while minimizing the long-term impact of such issues. Represents the developer point of view in considering process and product decisions at the management level. Recruits, coaches and helps to retain agile developers. Helps resolve personnel issues.

Education: Bachelor's Degree in a related field or equivalent experience

Experience: 10 years

AGILE DEVELOPER IV:

Functional Responsibility: Works independently and with peers to author code with correctness demonstrated via automated unit and integration tests. Structures code to allow for high degree of testability. Follows and makes improvements to company-wide best practices for coding, including the adoption of appropriate design patterns. Proposes appropriate enterprise-level architectures. Implements or debugs highly complex program features based on summarized written specifications, sample design illustrations, and detailed conversations with business analysts. Estimates with great accuracy the size of development tasks relative to other tasks. Makes system-wide design decisions and is available as a resource to consult on other design decisions. Restructures the design of large areas of working code to improve its organization and maintainability. Generates change files to enable code and database updates to be propagated to test environments via automated processes. Sets up or maintains source code repositories and the processes that draw upon them to produce reliable automated builds. Innovates as necessary to improve processes that enable the agile methodology. Maintains in-depth understanding of specific technologies used for user interface, database, and middle tier development. Works on all application programming activities with better code quality, fewer bugs, and/or better speed than average Agile Developer 3. Researches best practices in software development and provides recommendations to Program Manager. Assists in the hiring of other developers. Mentors less senior developers. Provides training on software methodology to developers and non-developers to improve overall group effectiveness. Reports to the Agile Development Manager.

Education: Bachelor's Degree or equivalent experience

Experience: 7 years

AGILE DEVELOPER III:

Functional Responsibility: Works independently and with peers to author code with correctness demonstrated via automated unit and integration tests. Structures code to allow for high degree of testability. Follows and suggests improvements to company-wide best practices for coding, including the adoption of appropriate design patterns. Participates in enterprise-level architecture discussions. Implements or debugs highly complex program features based on summarized written specifications, sample design illustrations, and detailed conversations with business analysts. Estimates with greater accuracy the size of development tasks relative to other tasks. Collaborates with peers to make system-wide design decisions. Restructures the design of large areas of working code to improve its organization and maintainability. Generates change files to enable code and database updates to be propagated to test environments via automated processes. Sets up or maintains source code repositories and the processes that draw upon them to produce reliable automated builds. Maintains in-depth understanding of specific technologies used for user interface, database, and middle tier development. Works on all application programming activities with better code quality, fewer bugs, and/or better speed than average Agile Developer 2, obtaining help when necessary. Mentors less senior developers. Reports to the Agile Development Manager.

Education: Bachelor's Degree or equivalent experience

Experience: 4 years

AGILE DEVELOPER II:

Functional Responsibility: Works independently and with peers to author code with correctness demonstrated via automated unit and integration tests. Structures code to allow for high degree of testability. Follows and suggests improvements to company-wide best practices for coding. Implements or debugs complex program features based on summarized written specifications, sample design illustrations, and detailed conversations with business analysts. Estimates the size of development tasks relative to other tasks. Collaborates with peers to make significant design decisions. Restructures the design of larger areas of working code to improve its organization and maintainability. Generates change files to enable code and database updates to be propagated to test environments via automated processes. Sets up or maintains source code repositories and the processes that draw upon them to produce reliable automated builds. Maintains extensive understanding of specific technologies used for user interface, database, and middle tier development. Works on all application programming activities with better code quality, fewer bugs, and/or better speed than average Agile Developer 1, obtaining help when necessary. Reports to the Agile Development Manager.

Education: Bachelor's Degree or equivalent experience

Experience: 2 years

AGILE DEVELOPER I:

Functional Responsibility: With minimal supervision, works with peers to author code with correctness demonstrated via automated unit and integration tests. Follows practices for coding conventions. Implements or debugs moderately complex program features based on summarized written specifications, sample design illustrations, and detailed conversations with business analysts. Estimates the size of development tasks relative to other tasks. Collaborates with peers to make design decisions with limited scope. Restructures the design of working code to improve its organization and maintainability. Generates change files to enable code and database updates to be propagated to test environments via automated processes. Maintains familiarity with specific technologies used for user interface, database, and middle tier development. Works competently on most application programming activities, obtaining help when necessary. Reports to the Agile Development Manager.

Education: Bachelor's Degree or equivalent experience

Experience: Optional

PROJECT MANAGER:

Functional Responsibility: Responsible for applications systems analysis and programming activities for a group or section. Assists in projecting software and hardware requirements. Provides overall direction and guidance to assigned technical personnel. Reviews and evaluates work of subordinated staff and prepares performance reports. Prepares activity and progress reports regarding applications systems analysis and programming. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities and methods. Reviews systems development project requests and coordinates schedules and related departmental activities. Reports to the Manager, Applications Development.

Education: Bachelor's Degree in a related discipline.

Experience: Three years practical experience.

E N V I S A G E

SENIOR SYSTEMS ENGINEER:

Functional Responsibility: Formulates/defines specifications for complex software programming applications or modifics/maintains complex existing applications. Focal point for technical troubleshooting and leads the organization into new technologies. Acts independently under general direction. Provides technical consulting on complex projects. Responsible for program design, coding, testing, debugging and documentation. Has full technical knowledge of all phases of software systems programming applications. Also has duties instructing, directing and checking the work and peer review of other applications systems programming personnel. Acts as project leader for projects with small budgets or limited duration. Reports to the Manager, Applications Development or Project Manager of a particular project.

Education: Bachelor's Degree in a related discipline.

Experience: Five years practical experience.

DATABASE ADMINISTRATOR:

Functional Responsibility: Responsible for all activities related to the administration of relational databases. Consults with and advises users of the various databases. Projects long-range requirements for database administration and design in conjunction with other managers in the information systems function. Prepares activity and progress reports regarding the database management section. Under general direction, designs, implements and maintains complex databases, access methods, access time, device allocation, validation checks, organization, protection and security, documentation, and statistical methods. Includes maintenance of database dictionaries, overall monitoring of standards and procedures, and integration of systems through database design. Competent to work at the highest level of all phases of database management. Reports to the Manager, Applications Development or Project Manager of a particular project.

Education: Bachelor's Degree in a related discipline.

Experience: Three years practical experience.

SENIOR SYSTEMS ANALYST:

Functional Responsibility: Formulates/Defines system scope and objectives based on user defined needs. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time and form of

desired results. Prepares detailed specifications from which programs will be written. Analyzes and revises existing system logic difficulties and documentation as necessary. Has full technical knowledge of all phases of applications systems analysis. Also has duties instructing, directing and checking the work of other systems analysis personnel. Responsible for quality assurance peer reviews. Reports to Applications Development Project Manager.

Education: Bachelor's Degree in a related discipline.

Experience: Two years practical experience.

PROGRAMMER LEAD:

Functional Responsibility: Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time and form of desired results. Responsible for program design, coding, testing, debugging and internal program documentation. Has full technical knowledge of all phases of applications programming. Also has duties instructing, directing and performing peer review with other programming personnel. Acts as project leader for projects with small budges or limited duration. Responsible for directing and monitoring the work of team members. Reports to the Applications Development Project Manager.

Education: Associate's Degree in a related discipline.

Experience: Three years practical experience.

PROGRAMMER SENIOR:

Functional Responsibility: Top-level technical expert in one or more highly specialized phases of applications programming. Acts independently under general direction. Provides technical consulting on complex projects. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time and form of desired results. Responsible for program design, coding, testing, debugging and documentation. Has full technical knowledge of all phases of applications programming. May have duties instructing, directing and checking the work of other applications programming personnel. May have quality assurance review responsibilities. Reports to the Applications Development Project Manager.

Education: Associate's Degree in a related discipline.

Experience: Two years practical experience.

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PROGRAMMER INTERMEDIATE:

Functional Responsibility: Under general supervision, modifies moderately complex applications programs from detailed specifications. Codes, tests, debugs, documents and maintains those programs. Competent to work on most phases of applications programming activities, but requires instruction and guidance in phases. Reports to the Applications Development Project Manager.

Education: Associate's Degree in a related discipline.

Experience: N/A

PROGRAMMER ASSOCIATE:

Functional Responsibility: Under immediate supervision, modifies applications programs from detailed specifications. Codes, tests, debugs, documents and maintains those programs. This level is staffed by beginners who have had sufficient educational background and/or experience to qualify them to start in applications programming. Reports to the Applications Development Project Manager.

Education: Associate's Degree in a related discipline.

Experience: N/A

SENIOR CONFIGURATION MANAGEMENT ANALYST:

Functional Responsibility: Formulates/defines change control and version control procedures. Responsible for the effective version control of all products produced for clients and internal software and documentation. Administers the change control process and version control process for small, medium and large system modifications. Works with the Quality Assurance Department to ensure documentation is up to date with the software releases and that version control is adhered to within all documentation. Devises improvements to current procedures and develops models of possible future configurations. Also has duties instructing, directing and checking the work and peer review of other configuration management personnel. Reports to the Applications Development Project Manager.

Education: Associate's Degree in a related discipline.

Experience: Two years practical experience.

CONFIGURATION MANAGEMENT ANALYST:

Functional Responsibility: Responsible for the effective version control of all products produced for clients and internal software and documentation. Establishes the change control guidelines and version control guidelines for small, medium and large system modifications. Works with the Quality Assurance Department to ensure documentation is up to date with the software releases and that version control is adhered to within all documentation. Reports to the Applications Development Project Manager.

Education: Associate's Degree in a related discipline.

Experience: N/A

WEB GRAPHICS DESIGNER:

Functional Responsibility: Responsible for the graphical look and feel of web site development. Heavily influenced by the User Interface and ergonomics of the site flow and usage of information from the site. Responsible for creating company logos and graphics for printed materials that support client organizations. Works with a variety of graphic design products to produce graphics in the format compatible with the client's requirements. Integrates the overall look and feel with the mind to technical requirements. Ensures that graphic projects are completed on time, within budget and to user's satisfaction. Interfaces with users to determine scope of project and best graphic medium. Reports to the Applications Development Project Manager.

Education: Associate's Degree in a related discipline.

Experience: N/A

QUALITY ASSURANCE MANAGER:

Functional Responsibility: Responsible for the effective management and review of all software and documentation produced for clients. Ensures that all contractual line items are met in the production of products. Administers change control process for software development. Ensures adequate product testing prior to implementation. Serves as the peer review of all changes and modifications for software and documentation. Administers problem management process including monitoring and reporting on problem resolution. Supervises all documentation activities. Sometimes functions as editor or in small departments as writer. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities and methods. Makes recommendations to superiors regarding the acquisition and/or implementation of software to increase information systems efficiency. Assigns work to subordinates,

monitors performance and conducts performance appraisals. Interviews and makes recommendations for additional staff. Reports to the Program Manager.

Education: Bachelor's Degree in a related discipline.

Experience: Two years practical experience.

SENIOR QUALITY ASSURANCE – ANALYST:

Functional Responsibility: Under minimal direction, carries out procedures to ensure that all information systems products and services meet minimum company standards and end-user requirements. Formulates/defines test plans for information systems. Thoroughly tests software to ensure proper operation and freedom from defects. Documents all problems and work to resolve them; reports progress on problem resolution to management. Devises improvements to current procedures and develops models of possible future configurations. Also has duties instructing, directing and checking the work and peer review of other quality assurance personnel. Performs workflow analysis and recommends quality improvements. Reports to the Quality Assurance Manager.

Education: Associate's Degree in a related discipline.

Experience: Three years practical experience.

QUALITY ASSURANCE – ANALYST:

Functional Responsibility: Under general direction, carries out procedures to ensure that all information systems products and services meet minimum company standards and end-user requirements. Thoroughly tests software to ensure proper operation and freedom from defects. Documents all problems and work to resolve them; reports progress on problem resolution to management. Devises improvements to current procedures and develops models of possible future configurations. Performs workflow analysis and recommends quality improvements. Reports to the Quality Assurance Manager.

Education: Associate's Degree in a related discipline.

Experience: Two years practical experience.

E N V I S A G E

HELP DESK MANAGER:

Functional Responsibility: Responsible for the effective management of all trouble/problem/help requests received from clients. Ensures all requests are responded to within a minimum amount of time. Develops problem escalation procedures. Confers with end users to ensure the effective resolution of help requests. Coordinates with systems analysis, programming and computer operations in order to provide effective service to all end users. Supervises all Help Desk activities. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities and methods. Consults with personnel in other information systems sections to coordinate activities. Prepares activity and progress reports regarding the information systems help desk section. Interviews and makes recommendations for additional staff. Reports to the Customer Care Manager.

Education: Bachelor's Degree in a related discipline.

Experience: Two years practical experience.

HELP DESK ANALYST:

Functional Responsibility: Under general direction, acts as the interdepartmental interface between the user and systems programming and operations. Assists in establishing systems analysis, programming and computer operations priorities in order to provide effective service to all end users. Confers with end users to determine issues that may arise regarding Information Systems or Hardware. Manages problem escalation procedures. Recommends standard policies and procedures for providing routine service. This is a Customer Service Representative. Works to ensure that trouble/problem/help requests are responded to within a minimum amount of time. Reports to the Quality Assurance Manager.

Education: Associate's Degree in a related discipline.

Experience: N/A

DOCUMENTATION SPECIALIST:

Functional Responsibility: Under general direction, is responsible for preparing and/or maintaining systems, programming and operations documentation, procedures and methods, including user manuals, etc. Maintains a current internal documentation library. Ensures that documents follow the style laid out in the company's style guide. Provides or coordinates special documentation services as required. Reports to the Quality Assurance Manager.

E N V I S A G E

Education: Associate's Degree in a related discipline.

Experience: One year practical experience.

TECHNICAL SUPPORT MANAGER:

Functional Responsibility: Provides technical direction to facilitate planning and directing the design, installation, modification and operation of information systems. Evaluates vendor proposals for purchases of hardware, software and technical services to assure adherence to technical specifications. Prepares long- and short-range plans for production activities and for necessary support resources. Plans and recommends changes to the operating system and its configuration. Prepares cost estimates for current and proposed projects, reflecting the equipment and staff requirements. Responsible for the IT operations and one or more of the following: information center, data security, telecommunications, IT training. Provides overall direction and guidance to assigned project personnel. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities and methods. Consults with personnel in other information technology sections to coordinate activities. Reviews and evaluates work of subordinated staff and prepares performance reports. Prepares activity and progress reports. Reports to the Program Manager.

Education: Bachelor's Degree in a related discipline.

Experience: Two years practical experience.

TECHNOLOGY SUPPORT – SECURITY ENGINEER:

Functional Responsibility: Directs and implements the necessary controls and procedures to cost-effectively protect information systems assets from intentional or inadvertent modification, disclosure or destruction. Monitors security of electronic data, applications system usage, networks and physical environment. Provides guidance and direction for the physical protection of information systems assets to other functional units. Provides reports to superiors regarding effectiveness of data network security and makes recommendations for the adoption of new procedures. Interfaces with user community to understand their security needs and implements procedures to accommodate them. Ensures that user community understands and adheres to necessary procedures to maintain security. Conducts accurate evaluation of the level of security required. Provides management with status reports. Reports to the Technical Support Manager.

Education: Bachelor's Degree in a related discipline.

Experience: Two years practical experience.

TECHNOLOGY SUPPORT – NETWORK SPECIALIST:

Functional Responsibility: Responsible for the acquisition, installation, maintenance and usage of the company's local area network. Studies vendor products to determine those which best meet company needs; assists in presentation of information to client management resulting in purchase and installation of hardware, software, and telecommunication equipment. Manages LAN performance and maintains LAN security. Ensures that security procedures are implemented and enforced. Installs all network software. Evaluates, develops and maintains telecommunications systems. Troubleshoots LAN problems. Establishes and implements LAN policies, procedures and standards and ensures their conformance with information systems and company's objectives. Trains users on LAN operation. Reports to the Technical Support Manager.

Education: Bachelor's Degree in a related discipline.

Experience: Two years practical experience.

INFORMATION TECHNOLOGY (IT) TRAINING SPECIALIST SENIOR:

Functional Responsibility: Develops training material targeted at a functional end users level of expertise. Organizes, prepares and conducts complex training and educational programs for information systems or user personnel. Designs and develops in-house programs. Maintains records of training activities, employee progress and program effectiveness. Competent to work at the highest level of all phases of information systems training. Responsible for all activities associated with education programs for personnel within the information systems function or for user personnel. May oversee contract fulfillment and service levels of an outsourced training function. Assigns personnel to the various training tasks and directs their activities; reviews and evaluates their work and prepares performance reports. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities and methods. Consults with personnel in other information systems sections to coordinate activities. Prepares activity and progress reports regarding the information systems training section. Reports to the Program Manager.

Education: Bachelor's Degree in a related discipline.

Experience: Two years practical experience.

E N V I S A G E

INFORMATION TECHNOLOGY (IT) TRAINING SPECIALIST:

Functional Responsibility: Develops training material targeted at a functional end users level of expertise. Organizes, prepares and conducts complex training and educational programs for information systems or user functional personnel. Competent to work at all phases of information systems training. Works with client end users to ensure all aspects of training is covered for the appropriate client audience. Reports to the IT Training Specialist Senior.

Education: Associate's Degree in a related discipline.

Experience: N/A