AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of March 29, 2023 for reference purposes only, pursuant to Resolution No. RES-23-0039 adopted by the City Council of the City of Long Beach at its meeting on March 21, 2023, by and between LCPTRACKER, INC., a California corporation ("Contractor"), with a place of business located at 117 E. Chapman Ave., Orange, CA 92866, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase certified payroll reporting service and labor compliance monitoring software, and as-needed support; and

WHEREAS, General Services Administration has a contract with LCPtracker, Inc. for the purchase of certified payroll reporting service and labor compliance monitoring software, Contract No. GS-35F-364BA ("GSA Contract"); and

WHEREAS, Resolution No. RES-23-0039 authorizes the City to purchase certified payroll reporting service and labor compliance monitoring software by virtue of the GSA Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The GSA Contract with Contractor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the GSA Contract shall be applicable here except as follows:

A. Wherever the GSA Contract refers to General Services Administration, it shall be deemed to refer to the City of Long Beach;

B. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party

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1 with respect to this Agreement shall be the County of Los Angeles, State of

2 California for state actions and the Central District of California for any federal

3 actions.

4   C.   Contractor shall sell, furnish and deliver to the City certified

5 payroll reporting service and labor compliance monitoring software of substantially

6 the same type and kind identified in the GSA Contract, except as modified by Exhibit

7 "B" attached hereto and incorporated by this reference, in an annual amount not to

8 exceed Fifty-Five Thousand Dollars ($55,000) (annual term beginning on April 5,

9 2023), until April 4, 2024, assuming usage does not exceed the estimate of One

10 Billion _$1,000,000,000, with the option to renew for as long as the GSA Contract

11 is in effect, on the then applicable GSA terms and pricing, at the discretion of the

12 City Manager. To the extent that the GSA Contract and this Agreement are

13 inconsistent, unless provided otherwise herein, the following priority shall govern:

14 (1) this Agreement and (2) the GSA Contract.

15   D.   The term of this Agreement shall commence at midnight on

16 March 21, 2023, and shall terminate at 11:59 p.m. on May 7, 2024, but the annual

17 term of service begins on April 5, 2023, unless sooner terminated as provided in

18 this Agreement, with the option to renew the annual term for as long as the GSA

19 Contract is in effect, at the discretion of the City Manager.

20   E.   Payment for the certified payroll reporting service and labor

21 compliance monitoring software purchased from Contractor by the City shall be

22 made by the City on delivery to and acceptance of the certified payroll reporting

23 service and labor compliance monitoring software by the City and submittal of an

24 invoice to the City. Payment is due thirty (30) days after the date of the invoice.

25   F.   All warranties shall accrue to the City of Long Beach.

26   2.   Neither this Agreement nor any money that becomes due to

27 Contractor under this Agreement may be assigned by Contractor without the prior written

28 consent of the City Manager or his designee.

1   3.   Any notice given under this Agreement shall be in writing and

2   personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be

3   delivered or mailed to Contractor at the relevant address first stated above, and to the City

4   at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice

5   shall be deemed given three days after deposit in the mail.

6   4.   The terms appearing on the GSA Contract are incorporated into this

7   Agreement.

8   5.   Contractor shall cooperate with the City in all matters relating to self-

9   accrual of use tax. Contractor shall contact the City Treasurer for additional information

10   regarding self-accrual.

11   6.   This Agreement shall be governed and interpreted, except the federal

12   laws which govern trademarks and copyrights, in accordance with the laws of the state of

13   California. If any suit or action is filed by any party to enforce this Agreement or otherwise

14   with respect to the subject matter of this Agreement, venue shall be exclusively vested in

15   the state courts of the County of Los Angeles, or if federal jurisdiction is appropriate,

16   exclusively in the United States District Court for the Central District of California, Los

17   Angeles, California.

18   7.   This Agreement and all documents which are incorporated by

19   reference in this Agreement constitute the entire understanding between the parties and

20   supersede all other agreements, oral or written, with respect to the subject matter of this

21   Agreement.

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4   IN WITNESS WHEREOF, the parties have caused this document to be duly

5   executed with all formalities required by law as of the date first stated above.

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7   LCPTRACKER, INC., a California
                                                       corporation

8   _June 26th_____, 2023   By_____
                                                       Name_____

9   Title_____

10 _June 27th_____, 2023   By_____

11   Name_Parker Douglas for LCPtracker Inc_

12   Title_CAO_____

13   "Contractor"

14   CITY OF LONG BEACH, a municipal
                                                       corporation

15 _June 29_____, 2023   By_Linda F. Tatum_____

16 EXECUTED PURSUANT   City Manager
    TO SECTION 301 OF

17 THE CITY CHARTER.   "City"

18 This Agreement is approved as to form on _June 28_____, 2023.

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20   DAWN MCINTOSH, City Attorney

21   By_____

22   Deputy

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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 GSAAdvantage!®.
a menu-driven database system. The INTERNET address GSAAdvantage!® is: GSAAdvantage.gov.*

Schedule Title: MAS – MULTIPLE AWARD SCHEDULE

Information Technology
FSC Classes/Product Codes:

SIN: 511210 - SOFTWARE LICENSES
SIN: 54151 - SOFTWARE MAINTENANCE
OLM: - ORDER LEVEL MATERIALS

Contract Number: GS-35F-364BA

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

Price List current through Mod#: PS-0035 Effective: January 5, 2022

Period Covered by Contract: May 8, 2014 – May 7, 2024

LCPtracker, Inc
200 E Chapman Ave
Orange, CA 92866
714-669-0052
562-684-0145
www.lcptracker.com

Business Size: Small Business

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Customer Information:

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

SINs	DESCRIPTION
511210	Software Licenses
54151	Software Maintenance Services
OLM	Order Level Materials

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

1c. HOURLY RATES (Services only): See page 13 of 15 for pricing.

2. MAXIMUM ORDER*: $500,000.00 per sin/per order

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

3. MINIMUM ORDER: $100.00 or negotiated at the delivery/task order level

4. GEOGRAPHIC COVERAGE: Domestic only

5. POINT(S) OF PRODUCTION: USA

6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

7. QUANTITY DISCOUNT(S): Additional 5% on orders totaling $200,000+ in any 12 month period.

8. PROMPT PAYMENT TERMS: Net 30 days - "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9a. Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9b. Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: 30 Days from ARO.

11b. EXPEDITED DELIVERY: 5 Days from ARO or negotiated at the deliver/task order level.

11c. OVERNIGHT AND 2-DAY DELIVERY: Negotiated at the deliver/task order level.

11d. URGENT REQUIRMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

Contract # GS-35F-364BA

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12. FOB POINT: Destination.

13a. ORDERING ADDRESS: Same as Contractor.

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: *LCPtracker, Inc.*
117 E. Chapman Ave.
Orange, CA 92866

15. WARRANTY PROVISION: Standard Commercial Warranty.

16. EXPORT PACKING CHARGES: N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: See 9a and 9b above.

18. TERMS AND CONDITIONS OF RENTAL,MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

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

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

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

21. LIST OF SERVICE AND DISTRIBUTION POINTS : N/A

22. LIST OF PARTICIPATING DEALERS: N/A

23. PREVENTIVE MAINTENANCE: N/A

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

24b. Section 508 Compliance for Electronic and Information Technology (EIT): Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): [http://www.Section508.gov/

25. UEI: HM6WNQWHZBA8 , **and Cage Code:** 4Ycj4TPIN

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

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Terms and Conditions

TERMS and CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity m y require repair or replacement of nonconforming so ware at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time a fter 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. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIAT ION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDIT IONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

2. COMMERCIAL SUPPLIER AGREEMENTS

Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

3. GUARANTEE/WARRANTY

a. The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number _714-669-0052 x4_ for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from __5:00am PST__ to __6:00pm PST__.

5. SOFTWARE MAINTENANCE

(1) _____Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the

software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and Frequently Asked Questions (FAQ's), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services.
Software Maintenance as a product is billed at the time of purchase.

(2) _____Software Maintenance Services (SIN 54151)

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

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

6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)

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

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September
30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

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7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a.   The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software.   At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b.   Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c.   The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d.   The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less.

8. TERM LICENSE CESSATION

a.   After a software product has been on a continuous term license for a period of ___ 12 months, a   fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity.   The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully
paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b.   The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services.   Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210)

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

FAR Part 2.101. b.

When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1)   Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2)   Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has

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access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain data bases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or other wise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

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

(6)   Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.

(7)   Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified

as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

(8)   Software Asset Identification Tags (SWID) (Option 1 SIN 511210)

Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electro-technical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document "NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags," December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government - wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

(9)   Reallocation of Perpetual Software (Option 2 SIN 511210)

a. The purpose of SIN 132-33 OPTION 2 is to allow ordering activities
to transfer software assets for a pre-negotiated charge to other ordering activities.

b. When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

c. Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

d. The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing

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right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

e. As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

f. Software assets that are eligible for transfer that have lapsed Software reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

10.   SOFTWARE CONVERSIONS - (SIN 511210)

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

11.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12.   RIGHT-TO-COPY PRICING

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

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LIMITED USE SOFTWARE AS A SERVICE AND DATA LICENSE AGREEMENT

Application Service Provider-LCPtracker Program (LCPtracker™)
LCPtracker is a powerful tool that will help the GSA Customer's organization comply with the new state, federal and local regulations to manage the GSA Customer's certified prevailing wage payroll requirements. LCPtracker utilizes the latest developments in web and PDA technology that allow organizations the ability to *collect* labor data, *validate* it against the State, Federal and local labor compliance regulation and prevailing wage databases, allowing our clients to *track* variance compliance, *report* on the findings, and create necessary *audit* logs.

THIS DOCUMENT STATES THE TERMS AND CONDITIONS UPON WHICH LCPTRACKER, INC. ("LCPTRACKER") OFFERS TO LICENSE (NOT SELL) ITS SOFTTWARE SERVICES, TO THE GSA CUSTOMER FOR USE ONLY UNDER THE TERMS OF THIS LICENSE. GSA Customer must read this Agreement carefully before accessing or using the Software, and before allowing any of its authorized employees, agents, affiliates, or any other person under its control to do so.

This Limited Use Software and Data License Agreement ("Agreement" herein) is between LCPtracker, Inc., and the GSA Customer) who uses LCPtracker, LCPcertified, Housing lite, and/or Daily Reporter ("the Software" herein).

The GSA Customer under the "Schedule Contract" is the "ordering activity," defined as an "entity authorized to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2I, as may be revised from time-to-time."

This agreement, when signed, shall bind the GSA Customer but shall not operate to bind an employee or person acting on behalf of the GSA Customer in his or her personal capacity. The terms and conditions of 552.212-4(w) shall apply and be deemed incorporated into this License agreement.

The GSA Customer is responsible for the selection of the software and its associated data and/or information to achieve its intended results, and for the installation, use and results obtained from the software.

In consideration for using the Software, LCPtracker and GSA Customer agree to the following:

1. License and Ownership. LCPtracker agrees to license for business use its Software to the GSA Customer. It is understood and agreed that the Software is owned by LCPtracker, Inc., and that no interest in the Software is conferred on User by either this Agreement or End User's use of the Software. It is further understood that the license conferred under this agreement is non-exclusive.

2. Disclaimer of implied warranties. To the extent that there might otherwise be an implied warranty of merchantability, LCPtracker, Inc. disclaims that implied warranty of merchantability. To the extent that there might otherwise be an implied warranty of fitness for a particular purpose, LCPtracker, Inc. disclaims that implied warranty of fitness for a particular purpose. Notwithstanding the foregoing, LCPtracker provides a warranty for the replacement or repair of defective items when such defect is brought to its attention within a reasonable time after acceptance, but only to the extent that doing such is required by 48 C.F.R. 12.404(b)(2). LCPTRACKER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER.

3. Warranty. LCPtracker warrants that the Software will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with the Software written materials accompanying it.

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IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

4. Limitation on remedies. LCPtracker shall not be subject to special, consequential, indirect, incidental, or punitive damages, or lost profits resulting from defects in the product. GSA Customer shall not be subject to special, consequential, indirect, incidental, loss profits, or punitive damages that at all relate to GSA Customers reasonable use of the Software.

5. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION), OR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

6. Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

7. Disputes. This contract is subject to 41 U.S.C. Chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

8. Trade Secrets. GSA Customer acknowledges that the source code, and anything else that underlies the Software, including without limitation, underlying ideas, underlying algorithms, underlying concepts, underlying procedures, underlying processes, underlying principles, and underlying methods of operations are trade secrets, which belong to LCPtracker. To the extent that GSA Customer may ever learn any of the foregoing, GSA Customer agrees to never communicate such to any individual or entity.

9. Governing law. The Federal laws of United States shall govern this Agreement.

10. Venue. The venue for disputes between LCPtracker, Inc. and the Ordering Activity shall be handled in accordance with Federal Law.

LCPtracker, Inc.	The GSA Customer:
By: _Kris Vinal_	By:
Title: _Sales Director_	Title:
Date: _6/14/13_	Date:

Contract # GS-35F-364BA

LCPtracker

About LCPtracker, Inc.

LCPtracker is an Application Service Provider (ASP) web-hosted software program that minimizes paper work and intensive labor hours when enforcing a Labor Compliance Program on public works construction projects. LCPtracker creates an online database of all Certified Payroll Reports (CPRs), generates audit logs with standard letters, electronic documents, attachments, and many other features for correspondence to contractors.

LCPtracker reduces the intensive man-hours needed by our clients to manually review hundreds of Certified Payroll Records (CPRs) for any given project. This reduction is achieved by the contractor entering all of their information into an online certified payroll reporting form, or by uploading their payroll data from their existing accounting system(s). LCPtracker will flag any errors, omissions, or discrepancies the contractor may have on this report. The contractor has immediate feedback of any violations found to be corrected prior to submittal to Administrator. LCPtracker, Inc. maintains and upgrades the software to keep the prevailing wage rates up-to-date and notifies all designated parties involved of any violation. The administrator has several delivery options to have these notices/violations sent to the contractor

LCPtracker software ensures that information submitted by contractors matches the information gathered during on-site interviews; job classifications are listed correctly; apprentice stages are approved; and social security numbers match. Overall errors and issues are dramatically reduced because LCPtracker is a proactive system that standardizes all data and notifies all users of potential problems during the course of data entry.

DATABASE

LCPtracker Inc. Consists of a three modules database: a contractor database, an administrator database, and a prevailing wage database. These three databases work together to provide a web-based program to capture, check and report on Certified Payroll Reports, as well as other related data and reporting. The Documents element is an additional function which enhances the posting and collection of documentation required by LCP Program. Each component is briefly described below:

Contractor Module: The contractor database allows the contractor to enter the Certified Payroll Reports data online. The system will check the contractor data against the prevailing wage database and alert the contractor of any problems. The contractor then certifies and submits their error-free Certified Payroll Reports (CPRs) online. Several reports exist to assist the contractor in managing the submittal of CPR reports. The contractor has options to define their subcontractors in the system.

Administrator Module: The administrator database allows the administrator to track the status of CPRs submittal, review submitted CPRs, and run reports on the data submitted in the CPRs in a wide variety of ways. The administrators can also track the status of all documents required or created with respect to the prevailing wage reporting. An on-site visit interview reporting capability is provided

Prevailing Wage Database: A prevailing wage database contains the wage information appropriate to a particular project. This database is indexed by location, rates, project, labor craft, and labor classification within that craft. You can self-maintain this database or you can contract with LCPtracker to maintain the database. LCPtracker currently maintains the prevailing wage information for the entire State of California.

LCPtracker

Proposed GSA IT Schedule Price List
511210 and 54151

Product Code	Required Start-up Fee for LCPtracker Professional & On-Site Modules Only	GSA Pricing Offered (w/IFF)
LCP-SBAS	Basic	$2,997.48
	CA contractor or Federal-only project. Web-based Start Up/Configuration, Wage Data Entry.	
LCP-SSTA	Standard	$4,584.18
	Web-based or In-person based* Start Up/Configuration, Wage Data Entry (*Plus flat rate travel, Section F).	
LCP-SSEL	Select	$6,171.28
	In-person based* Start Up/Configuration, Wage Data Entry	
	(*Plus flat rate travel, Section F).	
LCP-SEIF	Expedited Implementation Fee	$705.25
	Guarantees implementation within one week. Only available with Basic or Standard options.	
LCP-SND	New Office/Database Start Up (National Primes)	$1,939.55
	Only available for prime contractors that have a national contract in place with LCPtracker and that have at least 10 separate offices/databases implemented.	
LCP-SOS	OnSite Module Start Up to include mapping of one form.	$423.17
	(Additional forms may be mapped at $500/form).	
LCP-SDRBP	Dailey Reporter Module Start Up for Bulk Project Pricing Clients.	$881.61

Product Code	Plan A: Bulk Project Pricing – LCPtracker Professional	GSA Pricing Offered (w/IFF)
	Fixed Annual Multiple Projects Fee Option - This is a flat rate price package which is a one-year commitment for LCPtracker service. The prices are based on Open/Active projects in LCPtracker during the contract year.	
LCP-ASM	Up to $5 Million in construction costs	$2,680.10
LCP-A10M	Up to $10 Million	$5,219.14
LCP-A25M	Up to $25 Million	$7,758.19
LCP-A50M	Up to $50 Million	$13,612.09
LCP-A100M	Up to 100 Million	$17,843.83
LCP-A200M	Up to $200 Million	$22,921.91
LCP-A300M	Up to $300 Million	$29,128.46
LCP-A400M	Up to $400 Million	$34,559.19
LCP-A500M	Up to $500 Million	$40,342.57
LCP-A750M	Up to $750 Million	$45,420.65
LCP-A1B	Up to $1 Billion	$50,428.21
LCP-A2B	Up to $2 Billion	$58,186.40
LCP-A4B	Up to $4 Billion	$83,012.59
LCP-A6B	Up to $6 Billion	$107,062.97
LCP-A8B	Up to $8 Billion	$129,984.89
LCP-A10B	Up to $10 Billion	$152,060.45
LCP-EAA500M	Add this fee for every additional $500 Million over $2 Billion	$6,488.66

⚓ LCP tracker

Product Code	Plan A: Bulk Project Pricing – Daily Reporter Add-On Module	GSA Pricing Offered (w/IFF)
	Fixed Annual Multiple Projects Fee Option - This is a flat rate price package which is a one year commitment for LCPtracker service. The prices are based on Open/Active projects in LCPtracker during the contract year.	
LCP-DR5M	Up to $5 Million in construction costs	$1,410.58
LCP-DR10M	Up to $10 Million	$2,609.57
LCP-DR25M	Up to $25 Million	$3,879.09
LCP-DR50M	Up to $50 Million	$6,841.31
LCP-DR100M	Up to 100 Million	$9,027.71
LCP-DR200M	Up to $200 Million	$11,637.28
LCP-DR300M	Up to $300 Million	$14,599.50
LCP-DR400M	Up to $400 Million	$17,068.01
LCP-DR500M	Up to $500 Million	$20,171.28
LCP-DR750M	Up to $750 Million	$22,498.74
LCP-DR1B	Up to $1 Billion	$25,178.84
LCP-DR2B	Up to $2 Billion	$29,198.99
LCP-DR4B	Up to $4 Billion	$41,612.09
LCP-DR6B	Up to $6 Billion	$53,531.49
LCP-DR8B	Up to $8 Billion	$64,957.18
LCP-DR10B	Up to $10 Billion	$76,030.23
LCP-EADR500M	Add this fee for every additional $500 Million over $2 Billion	$3,314.86

Product Code	Plan A: Bulk Project Pricing – OnSite Add-On Module	GSA Pricing Offered (w/IFF)
	Fixed Annual Multiple Projects Fee Option - This is a flat rate price package which is a one year commitment for LCPtracker service. The prices are based on Open/Active projects in LCPtracker during the contract year.	
LCP-OSA10M	Up to $10 Million	$1,269.52
LCP-OSA25M	Up to $25 Million	$1,551.64
LCP-OSA50M	Up to $50 Million	$2,045.34
LCP-OSA200M	Up to $200 Million	$2,539.04
LCP-OSA400M	Up to $400 Million	$3,385.39
LCP-OSA750M	Up to $750 Million	$4,401.01
LCP-OSA1B	Up to $1 Billion	$4,866.50
LCP-OSA2B	Up to $2 Billion	$5,642.32
LCP-OSA4B	Up to $4 Billion	$8,040.30
LCP-OSA6B	Up to $6 Billion	$10,438.29
LCP-OSA8B	Up to $8 Billion	$12,060.45
LCP-OSA10B	Up to $10 Billion	$14,387.91
LCP-EAOSA500M	Add this fee for every additional $500 Million over $2 Billion	$585.39

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░LCP tracker

2. Optional Services Available			
Product Code	**Description**	**UOI**	**GSA Pricing w/IFF**
LCP-CDR	A. Custom Development (System requests, reports, SOCs, etc.)	Per Hour	$193.95
	B. Interfaces to External Client Systems		
LCP-CEI	a. Creation of External Interface* (per data group, i.e., project data, contractor data, payroll data)		$193.95
LCP-MEI	b. Maintenance of External Interfaces	Per year, Per Interface	$1,375.31
	Assumes data is in a ready-to-load, unduplicated, clean, well-defined, and approved electronic format. Any additional work required to clean up data will be billed at hourly rate.		
LCP-WDE	C. Prevailing or Living Wage Data Input & Maintenance Pricing	Per Hour	$69.82
	D. Auto-Geo Assignment		
LCP-AGSF	a. Set Up Fee (one-time)	Per Geographic Area	$1,939.55
LCP-AGAF	b. Annual License Fee (includes one (1) update to map per year)	Per Geographic Area	$1,939.55
LCP-AGUF	c. Additional Update Fee - only upon client request/if changes have been made to the geographic areas	Per Geographic Area	$1,939.55
	E. New Administrative Training for Existing Clients (see description below)		
LCP-TOS	a. In Person Admin Training (plus flat rate travel fee, Section F)	Per Session	$1,269.52
LCP-TWB2	b. Web-Based Admin Training (2 sessions)	Both Sessions	$1,057.93
LCP-TWB1	c. Web-Based Admin Training (1 session)	Per Session	$528.97
LCP-TEC	d. Contractor Web-Based Training (this is for an exclusiv web class for the Administrator's contractors only; no cha classes are available weekly that are not exclusive)	Per Web Session	$211.59
LCP-TRRF	F. Flat Rate Travel Fee (flight, car, hotel for one night)	Flat Rate	$1,015.62
LCP-BDB	G. Backup Data DVD/Flash Drive (plus sales tax)	Each	$444.33
	H. Active Database Fee – charged for databases that remain open with no active projects. May choose Monthly or Annual Fee.		
LCP-ADFM	Monthly		$84.63
LCP-ADFA	Annual		$1,015.62
LCP-CRA	I. Client-Requested Audit of LCPtracker Client may request an audit of the accuracy of the Licensed Software's performance	Per Hour	$155.16
LCP-CDOC	J. Custom Documentation	Per Hour	$105.79
LCP-PMS	K. Project Management Services (beyond standard implementation)	Per Hour	$123.43
LCP-RDF	L. Re-activate Previously Inactive Database	Per Database Reactivation	$698.24
B2G-IMP-GMD	B2Gnow module implementation and setup fee. Fee applies to each module utilized.	Each	$4,998.00
B2G-SW-GMD	B2Gnow module annual subscription fee. Unit capacity vairies by function. Multiple modules may be required to encompass functional needs of the specific organization.	Each	$4,998.00
B2G-CMB-GMD	B2Gnow combined module implementation/setup and annual subscription fees - an all-inclusive module price structure. Unit capacity vairies by function. Multiple modules may be required to encompass	Each	$6,678.00

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