INFORMATION TECHNOLOGY
Multiple Award Schedule (MAS)
General Purpose Commercial
Information Technology Equipment, Software and Services

CONTRACT NUMBER: 47QTCA19D0008

SCHEDULE TITTLE: General Purpose Commercial
Information Technology Equipment, Software and Services
CONTRACT NUMBER: 47QTCA19D0008

SIN 511210 - Software Licenses
SIN 54151 - Software Maintenance Services

SIN 611420 - Information Technology Training
SIN 54151S - Information Technology Professional Services

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at www.FSS.GSA.GOV

CONTRACTOR’S ADMINISTRATION SOURCE:
Cynthia Garrison
Five Points Infrastructure Services, LLC
3050 Five Forks Trickum Road D535
Lilburn, GA 30047
Phone: (678) 856-5559
E-mail: cyndi.garrison@fivepointsservices.com
AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE
PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SIN 511210 SOFTWARE LICENSES - INCLUDES BOTH TERM AND PERPETUAL SOFTWARE LICENSES AND MAINTENANCE NOTE: SUBJECT TO COOPERATIVE PURCHASING
Includes operating system software, application software, EDI translation and mapping software, enabled email message-based products, Internet software, database management programs, and other software. 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, online help libraries and (Frequently Asked Questions (FAQ's), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users’ self-diagnostics. Sub SIN categories include: Ancillary Financial Systems Software, Application Software, Communications Software, Core Financial Management Software, Electronic Commerce (EC) Software, Large Scale Computers, Microcomputers, Operating System Software, Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information and Utility Software.
NOTE: Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 511210 Software Maintenance Services. Software Maintenance as a product is billed at the time of purchase.

SIN 54151 SOFTWARE MAINTENANCE SERVICES - SUBJECT TO COOPERATIVE PURCHASING 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 is billed in arrears in accordance with 31 U.S.C. 3324.

SIN 611420 - INFORMATION TECHNOLOGY TRAINING (FPDS Code UO12)

SIN 54151S - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>FPDS Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>D301</td>
<td>IT Facility Operation and Maintenance</td>
</tr>
<tr>
<td>D302</td>
<td>IT Systems Development Services</td>
</tr>
<tr>
<td>D306</td>
<td>IT Systems Analysis Services</td>
</tr>
<tr>
<td>D307</td>
<td>Automated Information Systems Design and Integration Services</td>
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<tr>
<td>D308</td>
<td>Programming Services</td>
</tr>
<tr>
<td>D310</td>
<td>IT Backup and Security Services</td>
</tr>
<tr>
<td>D311</td>
<td>IT Data Conversion Services</td>
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<tr>
<td>D313</td>
<td>Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services</td>
</tr>
<tr>
<td>D316</td>
<td>IT Network Management Services</td>
</tr>
<tr>
<td>D317</td>
<td>Automated News Services, Data Services, or Other Information Services</td>
</tr>
<tr>
<td>D399</td>
<td>Other Information Technology Services, Not Elsewhere Classified</td>
</tr>
</tbody>
</table>

Five Points Infrastructure Services, LLC,
311 Scenic Highway South, Lawrenceville, Georgia 30046
TEL 678-856-5559
www.FivePointsServices.com
Contract Number: 47QTCA19D0008
General Services Administration

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service’s Home Page via the Internet at http://www.fss.gsa.gov/
INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:
The geographic scope of contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii and Puerto Rico.

2. Contractor's Ordering Address and Payment Information:

ORDERING ADDRESS:

Five Points Infrastructure Services, LLC.
3050 Five Forks Trickum Road D535
Lilburn, Georgia 30047

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
1-678-856-5559, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard Time (U.S. and Puerto Rico)

3. Liability for Injury or Damage

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.
4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 045956685
Block 30: Type of Contractor – A. Small Disadvantaged Business
Block 31: Woman-Owned Small Business – YES
Block 36: Contractor's Taxpayer Identification Number (TIN): 45-2038496

4a. CAGE Code: 6ZG76

4b. Contractor has registered with the Central Contractor Registration Database (SAM.gov).

5. FOB Destination

6. Delivery Schedule

6a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>30 Days ARO</td>
</tr>
<tr>
<td>54151</td>
<td>30 Days ARO</td>
</tr>
<tr>
<td>611420</td>
<td>As specified on task order and as mutually agreed upon.</td>
</tr>
<tr>
<td>54151S</td>
<td>As specified on task order and as mutually agreed upon.</td>
</tr>
</tbody>
</table>

6b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

_Agencies can contact the Contractor's representative to affect a faster delivery._
7. Discounts
Prices shown are NET Prices; Basic Discounts have already been deducted.

7a. Prompt Payment: NO ADDITIONAL
7b. Quantity: NO ADDITIONAL
7c. Dollar Volume: NO ADDITIONAL
7d. Government Educational Institutions: NO ADDITIONAL
7e. Other: NO ADDITIONAL

8. Trade Agreements Act of 1979, as amended:
All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:
Not Applicable

10. Small Requirements:
The minimum dollar value of orders to be issued is $100.00.

11. Maximum Order
All dollar amounts are exclusive of any discount for prompt payment.

11a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
   Special Item Number 511210 - Software Licenses
   Special Item Number 54151 - Term Software Licenses
   Special Item Number 54151S - Information Technology Professional Services

11b. The Maximum Order value for the following Special Item Numbers (SINs) is $250,000:
   Special Item Number 611420 - Information Technology Training

12. Use of Federal Supply Service Information Technology Schedule Contracts
In accordance with FAR 8.404:
[NOTE: Special ordering procedures have been established for Special Item Number (SIN) 54151S Information Technology Professional Services; refer to the terms and conditions for that SIN.]
Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsize the requirement, make a separate determination of
fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity’s needs.

12a. Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

12b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity’s needs. In selecting the supply or service representing the best value, the ordering activity may consider--

1. Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
2. Trade-in considerations;
3. Probable life of the item selected as compared with that of a comparable item;
4. Warranty considerations;
5. Maintenance availability;
6. Past performance; and
7. Environmental and energy efficiency considerations.

12c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors’

1. catalogs/pricelists or use the “GSA Advantage!” on-line shopping service;
2. Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
3. After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

1. Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
2. Offer the lowest price available under the contract; or
3. Decline the order (orders must be returned in accordance with FAR 52.216-19).

12d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions, ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

12e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

12f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
12g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity’s needs.

13. Federal Information Technology/Telecommunication Standards Requirements:
Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 Federal Information Processing Standards Publications (FIPS Pubs): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 Federal Telecommunication Standards (FED-STDs): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925.

14. Security Requirements
In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual ordering activity policy; however, the burden of administering the security requirements shall be with the ordering activity. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or $100,000, of the total dollar value of the order, whichever is less.

15. Contract Administration for Ordering Activities:
Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See C.1.)
16. GSA Advantage!
GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

1. Manufacturer
2. Manufacturer's Part Number
3. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser. The Internet address is http://www.gsaadvantage.gov

17. Purchase of Open Market Items
NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-:

1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19))
2. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable
3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
4. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. Contractor Commitments, Warranties and Representations
18a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

1. Time of delivery/installation quotations for individual orders;
2. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
3. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

18b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. Overseas Activities
The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the price list outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a
reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. Blanket Purchase Agreements (BPAs)
Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as “…a simplified method of filling anticipated repetitive needs for supplies or services by establishing ‘charge accounts’ with qualified sources of supply.” The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows: “BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.”

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. Contractor Team Arrangements
Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor’s Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation
The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.
The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services.
23. *Section 508 Compliance.*

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

Five Points Infrastructure Services, LLC is committed to meeting the requirements of Section 508 of the Rehabilitation Act Amendment of 1998 (36 CFR 1194) as implemented by the Electronic and Information Technology Accessibility Standards. Please contact us at 678-856-5559 for more information.

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

24. **Prime Contractor Ordering From Federal Supply Schedules.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order:

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from ______ dated ______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.
TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES) AND SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its 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. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIAITION – FEB 2007) (DEVIAITION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (JAN 2017) (DEVIAITION - FEB 2018) (ALTERNATE 1 - JAN 2017) (DEVIAITION - 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____for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from_____to ________________.

The Five Points Infrastructure Services technical support number 1-678-856-5559 for the United States and Puerto Rico is available from Monday through Friday, 8 a.m. to 5 p.m. Eastern Standard Time.
5. SOFTWARE MAINTENANCE
   a. Software maintenance as it is defined: (select software maintenance type):
      (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 SOFTWARE
   MAINTENANCE SERVICES (SIN 54151)
   a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period
      of time.
   b. Term licenses and/or software maintenance services may be discontinued by the ordering activity on
      thirty (30) calendar days written notice to the Contractor.
   c. Annual Funding. When using annually appropriated funds are cited on an order for term licenses
      and/or software maintenance services, the period of the term licenses and/or software maintenance
      services shall automatically expire on September 30 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 software maintenance services will be required if the term
      licenses and/or maintenance is to be continued during the subsequent period.
7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE
   a. When a contractor commercially offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

   b. When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

   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. When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

   Term Licenses conversion is not offered.

8. TERM LICENSE CESSATION
   a. After a software product has been on a continuous term license for a period of * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

   Term Licenses conversion is not offered.

   b. The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)
   a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

   b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
      1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

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

(3) Except as is provided in paragraph 9.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user 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 Electrotechnical 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 511210 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 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 Maintenance Services (SIN 54151) may require a maintenance 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.

g. When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

h. The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be ______ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

10. SOFTWARE CONVERSIONS - (SIN 511210 )

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (511210), if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

Term Licenses conversion is not offered.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product including the operating systems 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, if commercially available.

Not offered
TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 611420) INCLUDES TRAINING ON HARDWARE, SOFTWARE, CLOUD AND OTHER APPLICABLE SYSTEMS NOTE: SUBJECT TO COOPERATIVE PURCHASING

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general-purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

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

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

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

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.

b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered: (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training); (2) The length of the course; (3) Mandatory and desirable prerequisites for student enrollment; (4) The minimum and maximum number of students per class; (5) The locations where the course is offered; (6) Class schedules; and (7) Price (per student, per class (if applicable).

e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. “NO CHARGE” TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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

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

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
   a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
      (1) Cancel the stop-work order; or
      (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

1. The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and
2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES


7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

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

12. PAYMENTS

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

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

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

(1) The offeror;
(2) Subcontractors; and/or
(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

Software Product Catalog (SINs 511210 and 54151)

PATCH MANAGER Infrastructure Management Software

*PATCH MANAGER is the leading Cable and Asset Management Software Solution. PATCH MANAGER provides a comprehensive solution for planning, documenting and managing changes to the physical layer connectivity and assets of your campus, building, data center or outside plant network.*

1. **PATCH MANAGER Software as a Service**
   It is required that a PATCH MANAGER SaaS Base Service is purchased prior to or in conjunction with any of the other listed products. This service is hosted by Patchmanager BV for a single server instance of PATCH MANAGER for 30 rack objects.

2. **PATCH MANAGER Software as a Service Expansion for racks - (10 racks)**
   Additional racks for PATCH MANAGER SaaS can be purchased in 10 rack object increments to expand the service to up to 1000 rack objects.

3. **PATCH MANAGER Software as a Service GIS Extension**
   An integration to a GIS server for the PATCH MANAGER SaaS can be added.

4. **PATCH MANAGER Professional Edition Server License**
   It is required that a PATCH MANAGER Professional Edition Base Server license is purchased prior to or in conjunction with any of the other listed products. This license is for a single server instance of PATCH MANAGER for 30 rack objects.

5. **PATCH MANAGER Professional License Expansion for racks - (10 racks)**
   Additional licensing for PATCH MANAGER Professional Edition can be purchased in 10 rack object increments to expand the license to up to 1000 rack objects.

6. **PATCH MANAGER Professional Edition GIS Extension**
   An integration to a GIS server for the PATCH MANAGER Professional Edition can be added.

For additional licensing information, contact Five Points Infrastructure Services.
SOFTWARE PRODUCT PRICELIST

SIN 511210 Software Licenses
Includes Both Term and Perpetual Software Licenses and Maintenance
NOTE: Subject to cooperative purchasing

All PATCH MANAGER software and associated functionality is now available for purchase as an annual term license. Software Maintenance Fees are included in the Term License and do not need to be purchased separately.

<table>
<thead>
<tr>
<th>SIN</th>
<th>Manufacturer Part Number (SKU)</th>
<th>Product Description</th>
<th>GSA Price (incl. fees)</th>
<th>Warranty</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>5PTS19-PMPE-PBL30</td>
<td>PATCH MANAGER Professional Edition Perpetual Base License with Maintenance for 1 Year</td>
<td>$5,161.67</td>
<td>12 months</td>
<td>Netherlands</td>
</tr>
<tr>
<td>511210</td>
<td>5PTS19-PMPE-PEX10</td>
<td>PATCH MANAGER Professional Edition Perpetual License Expansion 10 (for rack QTY between 31-550 Racks) with Maintenance for 1 Year</td>
<td>$1,303.45</td>
<td>12 months</td>
<td>Netherlands</td>
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<tr>
<td>511210</td>
<td>5PTS19-PMPE-PEY10</td>
<td>PATCH MANAGER Professional Edition Perpetual License Expansion 10 (for rack QTY between 551-1000 racks) with Maintenance for 1 Year</td>
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<tr>
<td>511210</td>
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<td>PATCH MANAGER Professional Edition Perpetual License Expansion GIS Extension</td>
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<tr>
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<td>5PTS19-PMSS-SBS30</td>
<td>PATCH MANAGER Professional Edition – SaaS Base Service - 1 Year Term</td>
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<tr>
<td>511210</td>
<td>5PTS19-PMSS-SEX10</td>
<td>PATCH MANAGER Professional Edition - SaaS – License Expansion for 10 racks – 1 Year Term</td>
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<tr>
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<td>5PTS19-PMSS-SEGIS</td>
<td>PATCH MANAGER Professional Edition - SaaS – License Expansion for GIS Extension - 1 Year Term</td>
<td>$1,795.37</td>
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</table>

SIN 54151 Software Maintenance Services
PATCH MANAGER software is hosted by Patchmanager BV and the service is purchased on an annual term.

<table>
<thead>
<tr>
<th>SIN</th>
<th>Manufacturer Part Number (SKU)</th>
<th>Product Description</th>
<th>GSA Price (incl. fees)</th>
<th>Warranty</th>
<th>Country of Origin</th>
</tr>
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## DESCRIPTIONS OF PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Level II Technician</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/ General Experience:</strong></td>
<td>Two (2) years telecommunication experience and BICSI Installer, pulling cable, terminations and some simple design work. Must be a BICSI Installer of some level. Must be at an intermediate user level of the PATCH MANAGER application</td>
</tr>
<tr>
<td><strong>Functionality Responsibility:</strong></td>
<td>Lead onsite with contractors. Works with project manager(s) to provide updates of status, risks, and issues of onsite audits. Must have a level of technical expertise to trouble shoot and enter data into the PATCH MANAGER system as well as understand the connectivity details needed for making required connections or design changes. Must understand if any change will have impact on active systems.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>Two (2) years of school, preferable Bachelor’s Degree or two (2) years telecommunication experience in racks/stack and pulling both copper and fiber cable. BICSI Installer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Project Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/ General Experience:</strong></td>
<td>Two (2) years telecommunication experience</td>
</tr>
<tr>
<td><strong>Functionality Responsibility:</strong></td>
<td>Assists in tracking project status and coordinating meetings for resolutions. Reviews tickets, both issue and change for work to be accomplished and completed at a task level.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>Two (2) years of school, preferable bachelor’s degree or two (2) years telecommunication Experience, experience with software programs, such as MS Word, Excel, Smartsheet, is knowledgeable helpdesk processes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/ General Experience:</strong></td>
<td>BS/BA and one (1) year telecommunication experience or five (5) years telecommunication experience</td>
</tr>
<tr>
<td><strong>Functionality Responsibility:</strong></td>
<td>Responsible for project plan documentation and timelines, scheduling of resources, coordination of status meetings, and project meetings as needed. Meeting agenda, notes and executive summaries. Update to project documents when scope requires updates or changes.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>BS/BA degree or equivalent and at least two (2) years project planning experience</td>
</tr>
<tr>
<td>Job Title:</td>
<td>Engineer</td>
</tr>
<tr>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>Minimum/ General Experience:</strong></td>
<td>BS/BA and 1 year telecom experience OR 5 years telecom experience</td>
</tr>
<tr>
<td><strong>Functionality Responsibility:</strong></td>
<td>Responsible for task level assignments from a Senior Consultant, Consultant or Principal Consultant. Requires understanding of computer systems, and logical coding. Attends project meetings and has project assignments to work directly with the client on data, fact finding, and one-on-one training as well as Q&amp;A.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>BS/BA and 1 year telecom experience OR 5 years telecom experience, preferred 2 years + intermediate understanding of MS Excel or similar spreadsheet program, including large file data formatting and manipulation using functions.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Job Title:</th>
<th>Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/ General Experience:</strong></td>
<td>BS/BA and one (1) year telecommunication experience or ten (10) years telecommunication experience</td>
</tr>
<tr>
<td><strong>Functionality Responsibility:</strong></td>
<td>Responsible for project assignments from a senior consultant or principal consultant. Requires advanced understanding of computer systems, and logical coding. Attends project meetings and has project assignments to work directly with the client on data and planning of the project tasks to project completion. Technical writing and documentation is required for this job.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>BS/BA and 1 year telecom experience OR 5 years telecom experience, preferred 2 years + intermediate understanding of MS Excel or similar spreadsheet program, including large file data formatting and manipulation using functions.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Job Title:</th>
<th>Senior Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/ General Experience:</strong></td>
<td>BS/BA, ten (10) years telecommunication experience and five (5) years as consultant</td>
</tr>
<tr>
<td><strong>Functionality Responsibility:</strong></td>
<td>Responsible for provides solutions to client issues. Including but not limited to: defining project steps, dependencies and tasks based on client requirements and project. Works with technical project manager or project manager to define timelines, milestones and dependencies. Requires advanced understanding of computer systems, and logical coding as well as understanding SDLC and processes of operations. Attends project meetings and works with the others on a project explaining project assignments and/or work directly with the client on data and planning of the project tasks to project completion. Technical writing and documentation is required for this job.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>BS/BA, ten (10) years telecom experience and five (5) years as consultant, advanced knowledge of MS Excel or similar spreadsheet program, including large file data formatting and manipulation using functions. Basic understanding of API coding and computer system configurations.</td>
</tr>
<tr>
<td>Job Title:</td>
<td>Technical Project Manager</td>
</tr>
<tr>
<td>-----------</td>
<td>---------------------------</td>
</tr>
<tr>
<td><strong>Minimum/ General Experience:</strong></td>
<td>BS/BA, ten (10) years telecommunication experience and five (5) years as consultant, familiarity of project planning software (agile and/or PMP)</td>
</tr>
<tr>
<td><strong>Functionality Responsibility:</strong></td>
<td>Responsible for a technical project plan documentation and timelines, scheduling of resources, coordination of status meetings, and project meetings as needed. This job function is technical in nature and a person in this job must understand technical dependencies. Other duties include meeting agenda, notes and executive summaries. Update to project documents when scope requires updates or changes.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>BS/BA, ten (10) years telecommunication experience and five (5) years as consultant, familiarity of project planning software, advanced level reading and reviewing architecture diagrams and technical journals to design and plan projects and timelines.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job Title:</th>
<th>Principal Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/ General Experience:</strong></td>
<td>BS/BA; BICSI RCDD and fifteen (15) years telecommunication experience</td>
</tr>
<tr>
<td><strong>Functionality Responsibility:</strong></td>
<td>Responsible for provides solutions to client issues when compliance and a certification is required for design and delivery of architectural diagrams. Including but not limited to: defining project steps, dependencies and tasks based on client requirements and project. Works with technical project manager or project manager to define timelines, milestones and dependencies. Requires advanced understanding of computer systems, and logical coding as well as understanding SDLC and processes of operations. Attends project meetings and works with the others on a project explaining project assignments and/or work directly with the client on data and planning of the project tasks to project completion. Technical writing and documentation is required for this job.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>BS/BA; RCDD and fifteen (15) years telecommunication experience advanced knowledge of MS Excel or similar spreadsheet program, including large file data formatting and manipulation using functions. Basic understanding of API coding and computer system configurations.</td>
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# GSA PRICES FOR PROFESSIONAL SERVICES (54151S)

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Labor Category</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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</thead>
<tbody>
<tr>
<td>PS-GSA-001</td>
<td>Level II Technician</td>
<td>$34.00</td>
<td>$34.68</td>
<td>$35.37</td>
<td>$36.08</td>
<td>$36.80</td>
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<tr>
<td>PS-GSA-002</td>
<td>Project Coordinator</td>
<td>$30.60</td>
<td>$31.21</td>
<td>$31.84</td>
<td>$32.47</td>
<td>$33.12</td>
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<tr>
<td>PS-GSA-003</td>
<td>Project Manager</td>
<td>$52.89</td>
<td>$53.95</td>
<td>$55.03</td>
<td>$56.13</td>
<td>$57.25</td>
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<tr>
<td>PS-GSA-004</td>
<td>Engineer</td>
<td>$56.67</td>
<td>$57.80</td>
<td>$58.96</td>
<td>$60.14</td>
<td>$61.34</td>
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<tr>
<td>PS-GSA-005</td>
<td>Consultant</td>
<td>$73.04</td>
<td>$74.50</td>
<td>$75.99</td>
<td>$77.51</td>
<td>$79.06</td>
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<tr>
<td>PS-GSA-006</td>
<td>Senior Consultant</td>
<td>$100.75</td>
<td>$102.77</td>
<td>$104.82</td>
<td>$106.92</td>
<td>$109.06</td>
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<tr>
<td>PS-GSA-007</td>
<td>Technical Project Manager</td>
<td>$73.04</td>
<td>$74.50</td>
<td>$75.99</td>
<td>$77.51</td>
<td>$79.06</td>
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<tr>
<td>PS-GSA-008</td>
<td>Principal Consultant</td>
<td>$132.99</td>
<td>$135.65</td>
<td>$138.36</td>
<td>$141.13</td>
<td>$143.95</td>
</tr>
</tbody>
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# GSA PRICES FOR INFORMATION TECHNOLOGY TRAINING (611420)

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Course Length</th>
<th>Description</th>
<th>Minimum Participants</th>
<th>Maximum Participants</th>
<th>Price Per Course or Per Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMS-PM-101-GSA-OS</td>
<td>PATCH MANAGER User Training (Onsite Class)</td>
<td>3 days onsite, includes Labs and Workbook</td>
<td>4</td>
<td>8</td>
<td>$4,307.06 per class</td>
</tr>
<tr>
<td>CMS-PM-201-GSA-OS</td>
<td>PATCH MANAGER Equipment Templates (Onsite Class)</td>
<td>2 days onsite, includes Labs and Workbook</td>
<td>4</td>
<td>8</td>
<td>$2,871.38 per class</td>
</tr>
<tr>
<td>CMS-PM-301-GSA-OS</td>
<td>PATCH MANAGER Basic Reports Training (Onsite Class)</td>
<td>1 day onsite, includes Labs and Workbook</td>
<td>4</td>
<td>8</td>
<td>$1,435.69 per class</td>
</tr>
<tr>
<td>CMS-PM-101-GSA-OL</td>
<td>PATCH MANAGER User Training (Online Class)</td>
<td>6 half-days online, includes Labs and Workbook</td>
<td>4</td>
<td>8</td>
<td>$861.41 per person</td>
</tr>
<tr>
<td>CMS-PM-201-GSA-OL</td>
<td>PATCH MANAGER Equipment Templates (Online Class)</td>
<td>4 half-days online, includes Labs and Workbook</td>
<td>4</td>
<td>8</td>
<td>$574.28 per person</td>
</tr>
<tr>
<td>CMS-PM-301-GSA-OL</td>
<td>PATCH MANAGER Basic Reports Training (Online Class)</td>
<td>2 half-days online, includes Labs and Workbook</td>
<td>4</td>
<td>8</td>
<td>$287.14 per person</td>
</tr>
</tbody>
</table>
ABOUT US

Five Points Infrastructure Services, LLC is considered a small, minority and woman owned company and is registered with the State of Georgia. Five Points Infrastructure Services, LLC was first registered with the State of Georgia in November 2010, and has been active business since then. To date, the staff covers a vast set of Telecommunication and Information Technology experiences including:

- Data Center Facility Management
- Network and Data Center LAN Engineer and Design
- WAN Engineering and Design
- Voice systems
- Auditing and Documentation
- Installation and MAC for Network and Voice connectivity
- Documentation of Process and Procedures for Lifecycle of Data Center equipment
- Capacity Planning
- Facility Power - Design, Planning and Analysis
- Support desk
- Cable Management Systems
- Cable Management Database