General Services Administration  
Federal Supply Service  
Authorized Federal Supply Schedule Price List  
Multiple Award Schedule

FSC Group: Class 70  
Standard Industrial Group: 70  
FSC Class/Product Code: D399, 7030, J070, U012, 0000

CodeMettle, LLC
6 Concourse Parkway Suite 2500  
Atlanta, GA 30328  
Phone: 678-336-8590  
Fax: 866-923-4278  
www.codemettle.com

Contract Number: 47QTCA20D002B  
Contract Period: November 21, 2019 through November 20, 2024  
Business Size: Small Business  
Contract Administrator: David Lassiter  
Email: GSA@codemettle.com

Contract Current Through Mod PA-0002, Effective December 4, 2019

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
Customer Information

1a. Table of Awarded Special Item Number(s):

<table>
<thead>
<tr>
<th>SIN</th>
<th>Recovery</th>
<th>SIN Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>54151SRC</td>
<td>Information Technology Professional Services – SUBJECT TO COOPERATIVE PURCHASING AND DISASTER RECOVERY</td>
</tr>
<tr>
<td>511210</td>
<td>511210RC</td>
<td>Software Licenses – SUBJECT TO COOPERATIVE PURCHASING AND DISASTER RECOVERY</td>
</tr>
<tr>
<td>54151</td>
<td>54151RC</td>
<td>Software Maintenance Services – SUBJECT TO COOPERATIVE PURCHASING AND DISASTER RECOVERY</td>
</tr>
<tr>
<td>611420</td>
<td>611420RC</td>
<td>Information Technology Training – SUBJECT TO COOPERATIVE PURCHASING AND DISASTER RECOVERY</td>
</tr>
<tr>
<td>OLM</td>
<td>OLMRC</td>
<td>Order-Level Materials (OLMs) – SUBJECT TO COOPERATIVE PURCHASING AND DISASTER RECOVERY</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. See Pg. 5

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. See Pg. 7

2. Maximum Order: SINS 54151S, 511210, & 54151: $500,000 SIN 611420: $250,000 SIN OLM: $0

3. Minimum Order: $100.00

4. Geographic Coverage (delivery Area): Domestic

5. Point(s) of production (city, county, and state or foreign country): Same as Contractor

6. Discount from list prices or statement of net price: GSA prices are Net

7. Quantity discounts: None

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. Notification that Government purchase cards are accepted up to the micro-purchase threshold: Government purchase cards are accepted up to the micro-purchase threshold

9b. Notification whether Government purchase cards are accepted or are not accepted above the micro-purchase threshold: Government purchase cards are accepted above the micro-purchase threshold
10. **Foreign items:** None

11a. **Time of Delivery:** 30 Days ARO

11b. **Expedited Delivery:** Contact Contractor

11c. **Overnight and 2-day delivery:** Contact Contractor

11d. **Urgent Requirements:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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.

12. **F.O.B Points(s):** Destination

13a. **Ordering Address(es):**  
6 Concourse Parkway Suite 2500  
Atlanta, GA 30328  
Phone: 678-336-8590 ext. 2012  
Email: GSA@codemettle.com

13b. **Ordering procedures:** For supplies and 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(es):**  
6 Concourse Parkway Suite 2500  
Atlanta, GA 30328  
Phone: 678-336-8590 ext. 2066  
Email: GSA@codemettle.com

15. **Warranty provision:** Standard Commercial Warranty

16. **Export Packing Charges:** Not Applicable

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

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

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

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

21. List of service and distribution points: Not Applicable

22. List of participating dealers: Not Applicable

23. Preventive maintenance: Not Applicable

24a. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants: None

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

25. Data Universal Numbering System (DUNS) number: 144839490

26. Notification regarding registration in System for Award Management (SAM): Cage Code: 3S3V8

**GSA 5 Year Labor Pricing**

<table>
<thead>
<tr>
<th>SIN</th>
<th>Labor Category</th>
<th>UOI</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Sr. Program Manager</td>
<td>Hour</td>
<td>$228.34</td>
<td>$234.50</td>
<td>$240.83</td>
<td>$247.34</td>
<td>$254.01</td>
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<tr>
<td>54151S</td>
<td>Sr. Systems Engineer</td>
<td>Hour</td>
<td>$185.14</td>
<td>$190.14</td>
<td>$195.27</td>
<td>$200.54</td>
<td>$205.96</td>
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<tr>
<td>54151S</td>
<td>Project Engineer</td>
<td>Hour</td>
<td>$148.11</td>
<td>$152.11</td>
<td>$156.22</td>
<td>$160.43</td>
<td>$164.77</td>
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<tr>
<td>54151S</td>
<td>Sr. IA Engineer</td>
<td>Hour</td>
<td>$185.14</td>
<td>$190.14</td>
<td>$195.27</td>
<td>$200.54</td>
<td>$205.96</td>
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<tr>
<td>54151S</td>
<td>Sr. Program Manager</td>
<td>Day</td>
<td>$1,826.70</td>
<td>$1,876.02</td>
<td>$1,926.67</td>
<td>$1,978.69</td>
<td>$2,032.12</td>
</tr>
<tr>
<td>54151S</td>
<td>Sr. Systems Engineer</td>
<td>Day</td>
<td>$1,481.11</td>
<td>$1,521.10</td>
<td>$1,562.17</td>
<td>$1,604.35</td>
<td>$1,647.66</td>
</tr>
<tr>
<td>54151S</td>
<td>Project Engineer</td>
<td>Day</td>
<td>$1,184.89</td>
<td>$1,216.88</td>
<td>$1,249.73</td>
<td>$1,283.48</td>
<td>$1,318.13</td>
</tr>
<tr>
<td>54151S</td>
<td>Sr. IA Engineer</td>
<td>Day</td>
<td>$1,481.11</td>
<td>$1,521.10</td>
<td>$1,562.17</td>
<td>$1,604.35</td>
<td>$1,647.66</td>
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</tbody>
</table>
### GSA Training Course Pricing

<table>
<thead>
<tr>
<th>SIN</th>
<th>Course Title</th>
<th>Course Length</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>611420</td>
<td>Train the Trainer Class</td>
<td>5 Days</td>
<td>$23,677.58</td>
</tr>
<tr>
<td>611420</td>
<td>Train the Trainer Class - Additional Classroom Session Fee</td>
<td>1 Day</td>
<td>$7,103.27</td>
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</tbody>
</table>

### GSA Product Pricing

<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Product Name</th>
<th>Product Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>CM-25</td>
<td>CodeMettle Base System</td>
<td>CodeMettle Base System (up to 25 devices)</td>
<td>$9,944.58</td>
</tr>
<tr>
<td>54151</td>
<td>CM-25-SMP</td>
<td>Support and Maintenance for CodeMettle Base System (up to 25 devices)</td>
<td>Support and Maintenance for CodeMettle Base System (up to 25 devices)</td>
<td>$1,988.92</td>
</tr>
<tr>
<td>511210</td>
<td>CM-50</td>
<td>CodeMettle Base System</td>
<td>CodeMettle Base System (up to 50 devices)</td>
<td>$14,916.88</td>
</tr>
<tr>
<td>54151</td>
<td>CM-50-SMP</td>
<td>Support and Maintenance for CodeMettle Base System (up to 50 devices)</td>
<td>Support and Maintenance for CodeMettle Base System (up to 50 devices)</td>
<td>$2,983.38</td>
</tr>
<tr>
<td>511210</td>
<td>CM-100</td>
<td>CodeMettle Base System</td>
<td>CodeMettle Base System (up to 100 devices)</td>
<td>$22,375.31</td>
</tr>
<tr>
<td>54151</td>
<td>CM-100-SMP</td>
<td>Support and Maintenance for CodeMettle Base System (up to 100 devices)</td>
<td>Support and Maintenance for CodeMettle Base System (up to 100 devices)</td>
<td>$4,475.06</td>
</tr>
<tr>
<td>511210</td>
<td>CM-250</td>
<td>CodeMettle Base System</td>
<td>CodeMettle Base System (up to 250 devices)</td>
<td>$43,566.75</td>
</tr>
<tr>
<td>54151</td>
<td>CM-250-SMP</td>
<td>Support and Maintenance for CodeMettle Base System (up to 250 devices)</td>
<td>Support and Maintenance for CodeMettle Base System (up to 250 devices)</td>
<td>$8,713.35</td>
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<tr>
<td>511210</td>
<td>CM-500</td>
<td>CodeMettle Base System</td>
<td>CodeMettle Base System (up to 500 devices)</td>
<td>$73,400.50</td>
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<tr>
<td>54151</td>
<td>CM-500-SMP</td>
<td>Support and Maintenance for CodeMettle Base System (up to 500 devices)</td>
<td>Support and Maintenance for CodeMettle Base System (up to 500 devices)</td>
<td>$14,680.10</td>
</tr>
<tr>
<td>SIN</td>
<td>Part Number</td>
<td>Product Name</td>
<td>Product Description</td>
<td>GSA Price</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>-----------------------------</td>
<td>---------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>511210</td>
<td>CM-1K</td>
<td>CodeMettle Base System</td>
<td>CodeMettle Base System (up to 1,000 devices)</td>
<td>$94,710.33</td>
</tr>
<tr>
<td></td>
<td>CM-1K-SMP</td>
<td>Support and Maintenance</td>
<td>Support and Maintenance for CodeMettle Base System (up to 1,000 devices)</td>
<td>$18,942.07</td>
</tr>
<tr>
<td>511210</td>
<td>CM-2K</td>
<td>CodeMettle Base System</td>
<td>CodeMettle Base System (up to 2,000 devices)</td>
<td>$151,536.52</td>
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<tr>
<td></td>
<td>CM-2K-SMP</td>
<td>Support and Maintenance</td>
<td>Support and Maintenance for CodeMettle Base System (up to 2,000 devices)</td>
<td>$30,307.30</td>
</tr>
<tr>
<td>511210</td>
<td>CM-5K</td>
<td>CodeMettle Base System</td>
<td>CodeMettle Base System (up to 5,000 devices)</td>
<td>$236,775.82</td>
</tr>
<tr>
<td></td>
<td>CM-5K-SMP</td>
<td>Support and Maintenance</td>
<td>Support and Maintenance for CodeMettle Base System (up to 5,000 devices)</td>
<td>$47,355.16</td>
</tr>
<tr>
<td>511210</td>
<td>CM-HAC</td>
<td>CodeMettle High Availability Cluster</td>
<td>CodeMettle High Availability Cluster</td>
<td>33% of GSA System Price With IFF</td>
</tr>
<tr>
<td>54151</td>
<td>CM-HAC-SMP</td>
<td>Support and Maintenance</td>
<td>Support and Maintenance for CodeMettle High Availability Cluster</td>
<td>20% of GSA System Price With IFF</td>
</tr>
<tr>
<td>511210</td>
<td>CBT-CM-OPERATOR</td>
<td>eSP CodeMettle Training License</td>
<td>Annual fee for unlimited 24/7 access to Cloud-Based Training and Simulation module</td>
<td>$47,355.16</td>
</tr>
<tr>
<td>54151</td>
<td>CBT-NRE-SERVICES</td>
<td>One-time services fee for eSP CodeMettle Training License</td>
<td>One-time engineering services fee for Cloud-Based Training and simulation system customized by CodeMettle</td>
<td>$28,413.10</td>
</tr>
</tbody>
</table>
Labor Category Descriptions

Sr. Program Manager
Functional Responsibility: Experience in project and resource administration and direct customer management. Requires knowledge of AGILE, technology, engineering, utilization review, quality assurance, customer relations, project planning/management, budgeting/financial management, project accounting, contract management, and communications. Directs all contract activities so that all deliverables and tasks are carried out accurately, timely, and within budget. Develops, monitors and manages team of more than 15 engineers and multiple projects. Provides oversight and technical assistance to project managers and staff. Assists senior management with strategic, business/financial and action planning for current operations and future business endeavors.
Minimum Education/Experience: Bachelors/7

Sr. Systems Engineer
Functional Responsibility: Five to ten years of engineering experience with demonstrated ability to handle multiple priorities and tasks. Excels at understanding system and architectural level technical concepts and is knowledgeable of constraints of network technology including SATCOM, LoS, virtual/physical network, compute and storage, and applications. Excellent organizational and communication skills. Analyzes complex and layered requirements to outline and develop problem definitions, operational workflows, and technical solutions. Completes the most complex and difficult tasks within the CodeMettle ecosystem including development of complex rules and algorithms. Incorporates and designs architecture, scripting, and leads technical team in agile development approach.
Minimum Education/Experience: Bachelors/5

Project Engineer
Functional Responsibility: One to three years of engineering experience configuring data management solutions. Experienced in deploying CodeMettle software, produces and develops documentation, flowcharts, layouts, code comments and clear code. Integrates, tests, and produces translation scripts against documented API’s. Integrates applications and establishes initial dashboard and topology visualizations of complex networks. Performs on-site software installations and tests while conducting and documenting troubleshooting procedures.
Minimum Education/Experience: Bachelors/1

Sr. IA Engineer
Functional Responsibility: Gathers and organizes technical information relevant to information security policies, training, security awareness, and continuous monitoring strategies. Assists customers in improving information security, knowledge, and awareness. Participate in information systems risk assessments and designs security countermeasures to mitigate identified risks. Assesses threats to the environment and provides input on the adequacy of security designs and architectures. Responsible for developing, implementing, and enforcing IA policies and procedures.
Minimum Education/Experience: Bachelors/5
CodeMettle provides comprehensive system training courses for all skill levels and user roles. Training is delivered on-site in a classroom setting, through courses designed for each user role. In addition to the on-site training described below, CodeMettle offers custom and online training options.

Train the Trainer Training Course (5 days, maximum of 3 participants):
The Train the Trainer Training Course is a 5-day training available for a maximum of three participants. This course is designed to teach trainers how to train system operators, administrators, or engineers to use their CodeMettle system. Course content is customized to the needs of the trainer. Additional sessions for this course can be purchased for a separate fee. Upon completion of the course, trainers will be able to:

- Perform the functions of the user role for which they are training
- Train users in system workflows and advanced functionality
- Provide basic and advanced troubleshooting solutions
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) (DEVIAION – FEB 2007) (DEVIAION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIAION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIAION - 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: 678-336-8590 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 AM EST to 5:00 PM EST.

5. **SOFTWARE MAINTENANCE**
   a. Software maintenance as it is defined:
      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 SOFTWARE LICENCES (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**  
   CodeMettle does not offer conversion from Term License to Perpetual License

8. **TERM LICENSE CESSATION**  
   CodeMettle does not offer conversion from Term License Cessation

9. **UTILIZATION LIMITATIONS - (SINS 511210 AND 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 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 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, dis-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 *% 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.

*Not offered by CodeMettle.

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 software license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term software license, 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.

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
CodeMettle does not offer Right-To-Copy Pricing.
1. **SCOPE**
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

4. **PERFORMANCE OF SERVICES**
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT/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 Professional Services.

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST
a. Definitions.

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

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

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

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

16. **DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING**
See GSA Labor Category Descriptions for Details.
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
CodeMettle, LLC does not offer any training free of charge.