# GENERAL SERVICES ADMINISTRATION

## Federal Supply Service

## Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

# Multiple Award Schedule

FSC Group: Information Technology          FSC Class:

Contract number: 47QTCA20D002T

Contract period: December 2, 2019 through December 1, 2024

**Systemates Inc**
2435 N Central Expy Ste. 640
Richardson TX 75080
214-217-4100
https://www.projectmates.com

Hemant Bhave
Vice President & COO
hemant.bhave@systemates.com
214-217-4100 - phone

Business size: Small, SBA Certified Small Disadvantaged Business

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

Price list current as of Modification #PS-0005 effective August 28, 2020

Prices Shown Herein are Net (discount deducted)

# CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

| SINs | SIN Title |
|---|---|
| 611420 | Information Technology Training |
| 511210 | Software Licenses |
| 54151 | Software Maintenance Services |
| OLM | Order-Level Materials (OLM's) |

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

**611420: PM-4X3HWB-EU-Training - $2,612.95**

**511210: PM-Add-TC10-Implementation - $2,659.73**

**54151: PM-PS-Non Programming - $158.32**

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. If hourly rates are not applicable, indicate "Not applicable" for this item. Not applicable

2. Maximum order:

| SINs | Maximum Order |
|---|---|
| 611420 | $250,000 |
| 511210 | $500,000 |
| 54151 | $500,000 |
| OLM | $250,000 |

3. Minimum order: $100

4. Geographic coverage (delivery area). Domestic

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

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Richardson TX 75080

6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)

7. Quantity discounts. None

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

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. (Contractor insert number of days.) To Be Determined at the Task Order level

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. To Be Determined at the Task Order level

10c. Overnight and 2-day delivery. To Be Determined at the Task Order level

10d. Urgent Requirements. To Be Determined at the Task Order level

11. F.O.B. point(s). Destination

12a. Ordering address(es).

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Richardson TX 75080

12b. 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.

13. Payment address(es).

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Richardson TX 75080

14. Warranty provision. Standard Commercial Warranty Terms & Conditions

15. Export packing charges, if applicable. Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

17. Terms and conditions of installation (if applicable). Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

18b. Terms and conditions for any other services (if applicable). Not Applicable

19. List of service and distribution points (if applicable). Not Applicable

20. List of participating dealers (if applicable). Not Applicable

21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
Not Applicable

23. Unique Entity Identifier (UEI) number. EV99T9BJ9NE9

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM

**Price List:**

**Software:**

| SIN | Item No. | Product Description | UIO | GSA Net Price |
|---|---|---|---|---|
| 511210 | PM-TC | Projectmates SaaS - Dedicated Private Cloud - Site License with total 40 user licenses. (Includes 10 Reporting and 2 Site Administrator licenses) per year | EA | $   34,622.74 |
| 511210 | PM-TC-Setup | Initial website setup and testing, design and install portal page. | EA | $   10,956.56 |
| 511210 | PM-TC-Implementation | Implementation program for up to 40 users:<br>- On-site discovery, system configuration, proof-of-concept workshop - 200 hours of professional services. | EA | $   30,587.70 |
| 511210 | PM-TC-Escalated Support | Escalated support for first 3 months | EA | $   5,644.82 |
| 511210 | PM-Add-10-Users | Additional User Licenses (Pack of 10) per year<br>PM-ADD-TC10-Implementation required if purchasing users within first year | EA | $   5,522.11 |

| 511210 | PM-Add-TC10-Implementation | Implementation per each additional block of 10 users: 16 hours of professional services. | EA | $ | 2,569.37 |
|---|---|---|---|---|---|
| 511210 | PM-ADD-BIM/PDF | BIM/CAD/PDF Markup Tool - Annual fee | EA | $ | 5,561.40 |
| 511210 | PM-Add-Instant Integration-Setup | Instant Integration for Accounts Payable - Initial Setup | EA | $ | 6,859.06 |
| 511210 | PM-Add-Instant Integration-Annual | Instant Integration for Accounts Payable - Annual fee | EA | $ | 5,561.40 |
| 511210 | PM-Add-SSO-Setup | Single Sign-On - Initial Setup | EA | $ | 6,859.06 |
| 511210 | PM-Add-SSO-Annual | Single Sign-On - Annual fee | EA | $ | 5,561.40 |
| 511210 | PM-Add-DocuSign-Annual | DocuSign Integration (need separate DocuSign api account)- Annual fee | EA | $ | 5,561.40 |
| 511210 | PM-Add-API-Setup | Projectmates API (read-only access) - Initial Setup | EA | $ | 13,718.12 |
| 511210 | PM-Add-API-Annual | Projectmates API (read-only access) - Annual fee | EA | $ | 9,269.00 |
| 54151 | PM-PS-Non Programming | Software Support - Non Programming per hour (additional implementation, consulting, configuration, etc.) | Hour | $ | 153.77 |
| 54151 | PM-PS-Programming | Software Support - Programming / Customization per hour (custom reports, custom integration, custom programming, API support, etc.) | Hour | $ | 209.69 |
| 54151 | PM-PS-SPM | Software Support - Senior Project Manager (supervision, code review, program deployment) | Hour | $ | 270.26 |

## 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) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time- and-Materials and Labor-Hour Contracts orders placed under this contract.

## 2. End User License Agreement

PROJECTMATES TM USER AGREEMENT & SOFTWARE LICENSE

The Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document ("YOU" or "Ordering Activity") ARE THE SUBSCRIBER/LICENSEE IN THIS AGREEMENT. YOU MUST CAREFULLY READ ALL OF THE TERMS OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT.

WHEN BOTH PARTIES SIGN THIS DOCUMENT IT MEANS THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Acceptance of License Terms.
(a) "Program" consists of Projectmates software and use of Systemates' server computer on which the software is hosted and project related documents are stored.

(b) "Projectmates" means Systemates' proprietary online service for the architecture, engineering and construction industry. It includes hosting and storing documents, managing access to such documents, and assisting with online collaboration and research.

(c) "Projectmates Software" means the software applications and functionality available to Subscriber for use with Projectmates.

(d) "Project(s)" means the documents, scheduling and contact information, and any other data submitted by Subscriber to Projectmates.

2. Projectmates.
(a) Access to Projectmates; User Names and Passwords. Upon acceptance of Subscriber's registration form, Systemates shall provide to Subscriber a user name and password for Projectmates. Upon Subscriber's receipt of notice from Systemates (by receipt of a new user name and password or otherwise), Systemates authorizes Subscriber to access and use Projectmates subject to the terms and conditions of this Projectmates Agreement. Subscriber shall maintain the confidentiality of any user name and password. If there is a breach of the confidentiality of a password or user name assigned to Subscriber, or any breach of security through Subscriber's account, then Subscriber shall so notify Systemates customer services immediately.

(b) Management of Projects. Projectmates includes, among other things, hosting Subscriber's Projects on Systemates' systems and making those Projects available to selected entities chosen by Subscriber. By submitting Projects, Subscriber grants Systemates the right to host those Projects on Systemates' Projectmates-related systems; Subscriber understands that in order to host the Projects and otherwise make Projectmates available, Systemates may reproduce the Projects to create backups, mirror or cache the Projects, and reproduce and distribute Projects to provide access to other entities indicated by Subscriber. Systemates will use reasonable efforts to protect the Projects from loss or damage; however, Systemates' sole and exclusive obligation for any loss or damage to the Projects is to use reasonable efforts to provide Subscriber with the most recent backup of the Project.

(c) Responsibility for Projects. Projects are considered as part of submitted information under the terms and conditions of the User Agreement. Subscriber is solely responsible for the content of any Projects, and Projects are subject to any and all other terms and conditions applicable to Submitted Information.

3. License.
(a) As the licensee you agree that you accept the following terms and conditions. No refund will be given except as allowed for in this agreement. It is your responsibility to make all users (or project team members) of this software aware of the restrictions stipulated in this agreement.

(b) You agree that Systemates, Inc. is the sole owner of the Program, and as the licensee, you will not acquire title to the Program. Pursuant to this Agreement, you are licensed to use the Program for one or more projects as stated in the "Authorization for Services" during the term of this Agreement.

(c) You agree not to modify the Program and/or merge it into another program in whole or in part. Any portion of this Program that is merged into another program shall continue to be subject to the terms and conditions of this Agreement.

(d) You agree not to transfer the Program and this license to any other party.

(e) You agree not to sublicense, assign, or transfer the license or the Program, and that any attempt to do so shall be invalid.

(f) You agree not to modify, reverse engineer, disassemble, or create derivative works barred on the software.

4. Proprietary Rights; Confidentiality.
As between Subscriber and Systemates, Systemates shall retain and own all right, title and interest in Projectmates, including all Confidential Information relating thereto, and all worldwide copyright, trademark, service mark, trade secret, trade name, patent and other intellectual property or other rights in and to every component of Projectmates. Except as expressly permitted in this Projectmates Agreement, Subscriber has no rights to use Projectmates or Systemates' Confidential Information. All rights not expressly granted herein are reserved to Systemates.

5. Term and Termination of License.
(a) The license granted by this Agreement shall commence by signing the Authorization and shall be effective for the period as stated in the "Authorization for Services" or as of the date Subscriber receives notice of authority to access Projectmates, and continues in force and effect unless and until either (a) terminated in accordance with this Section or (b) termination or expiration of the User Agreement. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Systemates shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

(b) Effect of Termination. Termination is in addition to all other legal or equitable remedies available to either party. Upon termination of this Projectmates Agreement for any reason, Subscriber shall cease to use to access or to use any information obtained through Projectmates. Sections 2(c), 3, 4, 5, 6, 7, 8, 9, and 10 survive expiration or termination of this Projectmates Agreement.

6. Reserved.

7. Limited Warranty and Waiver of Implied Warranties.
Systemates warrants that the Program will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Program written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, YOU ACKNOWLEDGE THAT THE PROGRAM IS LICENSED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

8. Warranty Disclaimer.
(a). NO OTHER WARRANTIES ARE MADE WITH RESPECT TO THE PROGRAM. SYSTEMATES EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS AGREEMENT.

(b). SYSTEMATES DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM SHALL BE UNINTERRUPTED OR ERROR-FREE.

(c). YOU ASSUME RESPONSIBILITY FOR THE SECTION OF THE PROGRAM TO ACHIEVE THE RESULTS INTENDED BY YOU AND FOR THE INSTALLATION, USE, AND RESULTS OBTAINED FROM THE OPERATION OF THE PROGRAM.

9. Limitation of Remedies.
IN NO EVENT SHALL SYSTEMATES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

10. Governing Law.
This Agreement shall be construed according to, and the rights of the parties shall be governed by, the Federal law of the United States.

11. Information.
If you have any questions or comments concerning the Program or this Agreement, please contact Hemant Bhave at 2435 N Central Expy, Suite 640, Richardson, Texas 75080 or at Phone Number (214) 217-4100 or via Email to info@systemates.com.

12. Licensee's Acknowledgment. BY BOTH PARTIES SIGNING YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT , TOGETHER WITH THE UNDERLYING GSA SCHEDULE CONTRACT, SCHEDULE PRICELIST, PURCHASE ORDER(S), IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND SYSTEMATES AND THAT IT SUPERSEDES ANY PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND SYSTEMATES RELATING TO THE PROGRAM DESCRIBED IN THIS AGREEMENT. A NEGOTIATED GOVERNMENT PURCHASE ORDER, SIGNED BY BOTH PARTIES, SHALL SUPERSEDE THE TERMS OF THE AGREEMENT.

13. Standard MAS IT Category terms.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The vendor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based

on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

The Vendor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect.

_____  _____
Licensee Name           Licensor Name

_____  _____
Title                 Title

_____  _____
Address             Address

_____  _____
Date                 Date

## 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.

**WARRANTIES, REPRESENTATIONS AND COVENANTS**

1. Software and Services Warranty. Following acceptance of the Software and Services, Systemates represents and warrants that the Software and Services provided to CUSTOMER under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation in accordance with the terms outlined in Schedule A.
2. Disabling Code Warranty. Systemates represents, warrants and agrees that the Software and Services do not contain and CUSTOMER will not receive from Systemates any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any CUSTOMER system or Data (a "Disabling Code").

  In the event a Disabling Code is identified, Systemates shall take all steps necessary, at no additional cost to CUSTOMER, to: (a) restore and/or reconstruct any and all Data lost by CUSTOMER as a result of Disabling Code; (b) furnish to CUSTOMER a corrected version of the Software and Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Software and Services at no

additional cost to CUSTOMER. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

3. Intellectual Property Warranty. Systemates represents, warrants and agrees that: Systemates has all Intellectual Property Rights necessary to provide the Documentation, Software and Services to CUSTOMER in accordance with the terms of this Agreement; Systemates is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Documentation, Software and Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; the Software and Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and there is currently no actual or threatened suit against Systemates by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

4. Warranty of Authority. Each party represents and warrants that it has the right to enter into this Agreement. Systemates represents and warrants that it has the unrestricted right to provide the Software and Services, and that it has the financial viability to fulfill its obligations under this Agreement. Systemates represents, warrants and agrees that the Software and Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. Systemates represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Software and Services. This warranty shall survive the expiration or termination of this Agreement.

5. Compliance With Laws Warranty. Systemates represents and warrants to CUSTOMER that it will comply with all applicable Federal, state, or local laws, including its tax, data and privacy responsibilities, pertaining to the Agreement and its provision of the Software and Services to CUSTOMER.

6. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE AND SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**RETURNS POLICY**

1. In case of extraordinary circumstance, CUSTOMER may terminate the contract with 60 day advance written notice within first 120 days. Systemates will refund any prepaid amount for unused annual services. No refunds for server setup, implementation, training, or any professional services already performed.

2. CUSTOMER may terminate this Agreement immediately upon any Systemates breach of the terms of this Agreement that is not cured within thirty (30) days after Systemates is notified of the breach. In the event of a breach of this Agreement by Systemates that is not cured within thirty (30) days of receiving notice thereof, CUSTOMER shall be entitled to discontinue any Software and Services; and/or terminate the Agreement as provided herein. No refunds will be provided for the pre- paid services.

## 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 214-217-4100 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 a.m. to 5:00 p.m. CST.

## 5. SOFTWARE MAINTENANCE

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

1. (1) _____ Software Maintenance as a Product

    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. (2) ___X__ Software Maintenance Services

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 AND SOFTWARE MAINTENANCE SERVICES

   **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.

## 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.
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 511210, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## 9. UTILIZATION LIMITATIONS – (SIN's 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)

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)

a. The purpose of 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 _N/a_____ 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 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, 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

The Contractor shall insert the discounted pricing for right-to-copy licenses, if commercially available.

**Training:**

| | **Training** | | | (Max No. of Participants) | |
|---|---|---|---|---|---|
| 611420 | *PM-2DOS-PU-Training* | **Projectmates On-site Power User Training** *Required with initial purchase of Projectmates | *2 Days* | *10* | *$ 6,984.62* |
| 611420 | *PM-2HDOS-EU-Training* | **Projectmates On-site End User Training** *Required with initial purchase of Projectmates | *2 Half Days* | *15* | *$ 4,673.16* |
| 611420 | *PM-4X3HWB-EU-Training* | **Projectmates Web-based Training** *Required with initial purchase of Projectmates | *4 x 3-hr. sessions* | *15* | *$ 2,612.95* |

**Training Course Descriptions:**

| Course Title | Course Name | Course Description | Course Length | Minimum Part. | Maximum Part. |
|---|---|---|---|---|---|
| *PM-2DOS-PU-Training* | **Projectmates On-site Power User Training** *Required with initial purchase of Projectmates | Initial 2 days on-site Power user and site administrator training (up to 10 users). | *2 Days* | *1* | *10* |

**Additional Description:**  This is a 2 day onsite, in person training for the key internal Power user groups (internal to the client) using the software, for roles such as Project Managers, Directors of Construction, Project Coordinators, etc.  This is an interactive training administered by a Projectmates Implementation specialist.  The Implementation specialist will tailor the training to the functions that have been implemented during the configuration of the software.  This training will consist of showing the function and then interactive assignment on that function.

Here is an example of the topics that could be covered (but may be different depending on client need):

| Potential Topic | Topic Description |
|---|---|
| Creating New Projects | Creating new projects, setting up the project, adding users to projects. |
| Project and Site Administration | Project Administration, Site Administration, troubleshooting |
| QA | Q&A from Topics covered in Administration |
| Projectmates 101 | Logging in, navigation, document sharing, photos, discussions |
| Schedule | Updating the Project Schedule, Updates, Editing and viewing dates, Resources & Reminders.  Uploading the GC Schedule. |
| Budget | Navigating the Budget.  Budget Setup and editing, exporting the budget and importing back to budget. |
| Bidding | Creating Bid Packages from the Budget, Bid Manager, Bids & Plan Room, approving Bid Packages & Converting to contracts. |
| Cost Tracking | Admins Adding Users to Projects, Creating Contracts/Commitments, CO process Invoices & pay applications, approval processes |
| Construction Operations & Close Out | RFIs, Submittals, Field Reports, Meeting Minutes and Checklists/Punch Lists |
| Executive Reporting | Creating Portfolios, Viewing Reports, Dashboards, Ad-Hoc Reporting |

| Capital Planning | Project Requests, Capital Planning, Fund Management and Tracking, Linking Projects to Capital Plans, Tracking Commitments and Actuals |
|---|---|

| Course Title | Course Name | Course Description | Course Length | Minimum Part. | Maximum Part. |
|---|---|---|---|---|---|
| *PM-2HDOS-EU-Training* | **Projectmates On-site End User Training** *Required with initial purchase of Projectmates | Initial 2 x half-day end user training sessions (up to 15 users each day). | *2 Half Days* | 1 | 15 |

Description:  This is a 2 half days onsite, in person training for the key internal Power user groups (internal to the client) using the software, for roles such as Accounting, Real Estate, Design, Planning and other auxiliary non-administrative roles.  This is an interactive training administered by a Projectmates Implementation specialist.  The Implementation specialist will tailor the training to the functions that have been implemented during the configuration of the software.  This training will consist of showing the function and then interactive assignment on that function.

Here is an example of the topics that could be covered (but may be different depending on client need):

| Potential Topic | Topic Description |
|---|---|
| Projectmates 101 | Logging in, navigation, document sharing, photos, discussions |
| Schedule | Updating the Project Schedule Updates, Editing and viewing dates, Resources & Reminders.  Uploading the GC Schedule. |
| Budget | Navigating the Budget.  Budget Setup and editing, exporting the budget and importing back to budget. |
| Bidding | Creating Bid Packages from the Budget, Bid Manager, Bids & Plan Room, approving Bid Packages & Converting to contracts. |
| Cost Tracking | Admins Adding Users to Projects, Creating Contracts/Commitments, CO process Invoices & pay applications, approval processes |
| Construction Operations & Close Out | RFIs, Submittals, Field Reports, Meeting Minutes and Checklists/Punch Lists |
| Executive Reporting | Creating Portfolios, Viewing Reports, Dashboards, Ad-Hoc Reporting |
| Capital Planning | Project Requests, Capital Planning, Fund Management and Tracking, Linking Projects to Capital Plans, Tracking Commitments and Actuals |

| Course Title | Course Name | Course Description | Course Length | Minimum Part. | Maximum Part. |
|---|---|---|---|---|---|
| *PM-4X3HWB-EU-Training* | **Projectmates Web-based Training** *Required with initial purchase of Projectmates | Web-based training - 4 x 3 hr. sessions (up to 15 users per session) | *4 x 3-hr. sessions* | *1* | *15* |

Description:  This is a package of 4 web trainings for the key external user groups (external to the client) using the software, for roles such as Architects, Engineers, Vendors and other auxiliary external non-administrative roles.  This is an interactive training administered by a Projectmates Implementation specialist.  The Implementation specialist will tailor the training to the functions that have been implemented during the configuration of the software.  This training will consist of showing the function and then interactive assignment on that function.

Here is an example of some of the topics that could be covered (but may be different depending on client need):

| Potential Topic | Topic Description |
|---|---|
| Projectmates 101 | Logging in, navigation, document sharing, photos, discussions |
| Schedule | Updating the Project Schedule Updates, Editing and viewing dates, Resources & Reminders.  Uploading the GC Schedule. |
| Bidding | Creating Bid Packages from the Budget, Bid Manager, Bids & Plan Room, approving Bid Packages & Converting to contracts. |
| Cost Tracking | Admins Adding Users to Projects, Creating Contracts/Commitments, CO process Invoices & pay applications, approval processes |
| Construction Operations & Close Out | RFIs, Submittals, Field Reports, Meeting Minutes and Checklists/Punch Lists |

**Service Contract Labor Standards:**  The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided.  While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories.  If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number.  Failure to do so may result in cancellation of the contract.