Multiple Award Schedule – MAS

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

Contract Number: 47QTCA20D004T
Federal Supply Group: Information Technology
FSC/PSC Codes: 7030, D399

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

Prices Shown Herein are Net (discount deducted).

Contract Period: January 21, 2020 to January 20, 2025
Contractor Name: Counterpoint Consulting, Inc.
Address: 8300 Boone Boulevard Ste 350
Vienna, VA 22182
Phone Number: 866-809-0394
Fax Number: 202-403-3425
E-mail: steve@c20g.com
Website: www.counterpointconsulting.com

Contract Administrator: Stephen Markmann
Business Size: Small Business

Pricelist Current Through Modification PS-A812, Effective June 18, 2020
Customer Information

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

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Special Item Description</th>
<th>Service Description Page</th>
<th>Awarded Price Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210/RC/STLOC</td>
<td>Software Licenses</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>541510/RC/STLOC</td>
<td>Information Technology Professional Services</td>
<td>5 – 6</td>
<td>7</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. 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. See page 4.

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. See pages 5 – 6.

2. Maximum Order: $500,000

3. Minimum Order: $100

4. Geographic Coverage: Domestic and Overseas Delivery

5. Point of production: US

6. Discount from list prices or statement of net price: Prices shown herein are net prices (discount deducted).

7. Quantity discounts: None

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

9a. Government purchase cards are accepted up and below to the micro-purchase threshold.

9b. Government purchase cards are not accepted above the micro-purchase threshold.

10. Foreign items: None

11a. Time of Delivery: As negotiated with ordering agency

11b. Expedited Delivery: Items available for expedited delivery are noted in this price list.

11c. Overnight and 2-day delivery: Contact Contractor
11d. Urgent Requirements: Please note the Urgent Requirements clause of this contract and contact contractor.

12. F.O.B Points: Destination

13a. Ordering Address: Counterpoint Consulting, Inc.  
Attn: Stephen Markmann  
8300 Boone Boulevard Ste 350  
Vienna, VA 22182

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

14. Payment address: Counterpoint Consulting, Inc.  
Attn: Isabella De Yavorsky  
8300 Boone Boulevard Ste 350  
Vienna, VA 22182

15. Warranty provision: 90 Days – SIN 511210 Only

16. Export Packing Charges: N/A

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): Government purchase cards are not accepted above the micro-purchase threshold.

18. Terms and conditions of rental, maintenance, and repair: N/A

19. Terms and conditions of installation: N/A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: N/A

20a. Terms and conditions for any other services: N/A

21. List of service and distribution points: N/A

22. List of participating dealers: N/A

23. Preventive maintenance: N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. 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/

25. Data Universal Numbering System (DUNS) number: 014865631

26. Notification regarding registration in System for Award Management (SAM) database: Counterpoint Consulting, Inc. is registered in the SAM Database.
# Awarded Pricing for SIN 511210

<table>
<thead>
<tr>
<th>SIN</th>
<th>Name</th>
<th>Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Alto Annual Software License</td>
<td>ALTO is a flexible solution framework and toolkit that allows you to rapidly develop responsive, pixel-perfect web applications using the latest in web development technologies while leveraging all of the underlying power and flexibility of the OpenText EIM platform.</td>
<td>$48,362.72</td>
</tr>
<tr>
<td>511210</td>
<td>Alto Annual Support</td>
<td>Software maintenance support provides software program updates, maintenance releases, patches, and technical assistance. Support Period is twelve (12) months from the date of purchase.</td>
<td>$14,025.19</td>
</tr>
</tbody>
</table>
**Substitution Methodology:**
Due to the availability or limitation of education, occasionally substitution of experience as referenced below for a professional labor type with additional years of experience will be provided to the Federal Agency when responding to their IT requirements:

1. One year of experience is the equivalent of one year of education
2. One year of education is the equivalent of one year of experience
3. Certification related to the technology is equivalent to one year of the experience or education requirement

<table>
<thead>
<tr>
<th>IT Business Analyst</th>
<th>Minimum Experience:</th>
<th>Four (4) years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum Education:</td>
<td>Bachelor’s degree</td>
</tr>
<tr>
<td></td>
<td>Functional Requirements:</td>
<td>Provides task unique functional expertise necessary to interpret requirements, ensure responsiveness, and achieve successful performance. May include subject matter and unique technical knowledge. Leads information technology teams with understanding business requirements and the analysis, evaluation, and implementation of systems and other relevant tasks.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Jr. IT Business Analyst</th>
<th>Minimum Experience:</th>
<th>Two (2) years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum Education:</td>
<td>Bachelor’s degree</td>
</tr>
<tr>
<td></td>
<td>Functional Requirements:</td>
<td>Provides general functional expertise necessary to interpret requirements, ensure responsiveness, and achieve successful performance. Assists in leading the information technology teams with understanding business requirements and the analysis, evaluation, and implementation of systems and other relevant tasks.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Solution Architect</th>
<th>Minimum Experience:</th>
<th>Six (6) years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum Education:</td>
<td>Bachelor’s degree</td>
</tr>
<tr>
<td></td>
<td>Functional Requirements:</td>
<td>Provides expert leadership on projects including enterprise application architecture, design review, technical mentorship, and industry specific knowledge. This person, with analytic, technical, and functional experience, oversees and guides both problem analysis and technical solution implementation through final testing and knowledge transfer.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal IT Consultant</th>
<th>Minimum Experience:</th>
<th>Six (6) years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum Education:</td>
<td>Bachelor’s degree</td>
</tr>
<tr>
<td></td>
<td>Functional Requirements:</td>
<td>Provides executive consultation in support of agency heads, directors, and senior officers and managers in management, organizational and business improvement efforts, including resolution of complex problems. As required, manage a team of consultants and analysts to ensure that products and deliverables meet customer requirements and deadlines. Provide technical and managerial skills in areas of expertise that may include, but are not limited to: financial and business management, budget and finance policy and operations, cost and economic analysis, strategic analysis, systems improvement, or other applicable technical areas. Facilitate timely delivery of required deliverables.</td>
</tr>
</tbody>
</table>
### Sr. IT Consultant

<table>
<thead>
<tr>
<th>Minimum Experience:</th>
<th>Five (5) years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Education:</td>
<td>Bachelor’s degree</td>
</tr>
</tbody>
</table>

**Functional Requirements:** Consult with agency heads, directors, and senior managers on management information analysis and information technology solutions, strategic analysis & organizational engineering, resource management, and cost and economic analysis. Conduct senior executive level workshops, benchmarking, and surveys. Facilitate process improvement efforts. Manage a team of consultants and analysts. Develop, analyze, and promote the customer’s needs and issues, including the responsiveness of required deliverables.

### IT Consultant

<table>
<thead>
<tr>
<th>Minimum Experience:</th>
<th>Three (3) years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Education:</td>
<td>Bachelor’s degree</td>
</tr>
</tbody>
</table>

**Functional Requirements:** Provides consultation in the application of research and analytical methodologies, information technology and tools; Specializing in management, business development, resource allocation or information technology; Possess and apply highly developed leadership and managerial skills which cross-functional areas and core competencies; Possess executive level, managerial and communication skills that allow for development, presentation and promotion of integrated solutions to clients.
## Awarded Pricing SIN 54151S

<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>IT Business Analyst</td>
<td>$145.44</td>
<td>$149.37</td>
<td>$153.40</td>
<td>$157.54</td>
<td>$161.80</td>
</tr>
<tr>
<td>Jr. IT Business Analyst</td>
<td>$139.29</td>
<td>$143.05</td>
<td>$146.91</td>
<td>$150.88</td>
<td>$154.95</td>
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<tr>
<td>Solution Architect</td>
<td>$174.56</td>
<td>$179.27</td>
<td>$184.11</td>
<td>$189.08</td>
<td>$194.19</td>
</tr>
<tr>
<td>Principal IT Consultant</td>
<td>$153.32</td>
<td>$157.46</td>
<td>$161.71</td>
<td>$166.08</td>
<td>$170.56</td>
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<tr>
<td>Sr. IT Consultant</td>
<td>$140.03</td>
<td>$143.81</td>
<td>$147.69</td>
<td>$151.68</td>
<td>$155.77</td>
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<tr>
<td>IT Consultant</td>
<td>$124.67</td>
<td>$128.04</td>
<td>$131.49</td>
<td>$135.04</td>
<td>$138.69</td>
</tr>
</tbody>
</table>
Special Instructions for Special Item Number (SIN) 511210

SPECIAL ITEM NUMBER 511210 – SOFTWARE LICENSES

Right-to-Copy Pricing (if commercially available): N/A

Utilization Limitations

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 shall be subject to the following:

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

ii.) 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.

iii.) Except as provided 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.

iv.) 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.
v.) "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.

vi.) 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.

vii.) 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.

Perpetual Licenses The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics.

Software Maintenance as a product is billed at the time of purchase.

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 under SIN 54151 Software Maintenance Services.

1.) Specific Instructions for SIN 511210 - Software Licenses

a.) Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

b.) The words “term software” or “perpetual software” shall be the first word in the product title/name for: 1) the price proposal template and 2) the SIP file for GSA Advantage. The word “term software” or “perpetual software” shall be the first word in the product title/name for the GSA Pricelist pricing charts (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). The words “term software” or “perpetual software” shall be in each product title in any response to a customer Request for Quote (RFQ) or Request for Information (RFI).
c.) Contractors are encouraged to offer SIN 54151 Software Maintenance Services in conjunction with SIN 511210 - Software Licenses.

d.) Conversion From Term License To Perpetual License – NOT APPLICABLE

   i.) When standard commercial practice 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.

   ii.) 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.

   iii.) 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.

   iv.) 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.

d). Term License Cessation – NOT APPLICABLE

   i.) 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.

   ii.) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

   iii.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

   iv.) 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 SIN 54151 – Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

e.) Utilization Limitations for Perpetual Licenses

   i.) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

      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.

2.) 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.

ii.) Reallocation of Perpetual Software (Option 2 Perpetual License)

1.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-
negotiated charge to other ordering activities.

2.) 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.

3.) 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.

4.) 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.

5.) As a matter of convenience, once the original licenses are deactivated, de-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.

6.) 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.

7.) 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.

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

9.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

f.) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a 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.